

**Robbins Geller
Rudman & Dowd LLP**

Chicago Melville Nashville San Diego Wilmington
Boca Raton Manhattan Philadelphia San Francisco Washington, D.C.

Alexandra S. Bernay
xanb@rgdlaw.com

October 25, 2024

VIA EMAIL & U.S. MAIL

Daniel M. Sivilich
SIVILICH CONSULTING, LLC
3575 SW 51st Terrace
Ocala, FL 34474

Re: *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*,
No. 1:05-MD-1720 (MKB)(JAM)

Dear Mr. Sivilich:

I write regarding a letter you sent to the Court (ECF 9471) in the above-titled case where I was carbon copied. In your letter, you note that requests for exclusion were due no later than July 23, 2019. That is correct. Since that time, the District Court has granted final approval of the settlement and an appeal was heard in the United States Court of Appeals for the Second Circuit. The Second Circuit upheld the settlement in March of 2023. The time for all appeals has run and the settlement has been approved. Your request, therefore, cannot be honored.

You cite Rule 23(c)(2) of the Federal Rules of Civil Procedure in your letter. That rule requires that notice to class members must be the “best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B). That was done here. In addition to the mailed notice to millions of class members, an extremely broad media/publication notice campaign was also undertaken. Details regarding the Court-approved Notice Plan and its compliance with Due Process can be obtained at the following link: Appendix F: Declaration of Cameron R. Azari, Esq., on Proposed Settlement Class Notice Program at F-1 through F-67, available at <https://www.paymentcardsettlement.com/Content/Documents/New%20Docs/Settlement%20Agreement%20Appendices%20A-J.pdf>. The Court long ago held that the notice provided to the Rule 23(b)(3) Settlement Class was the best notice practicable under the circumstances. *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 2019 WL 6875472, at *34 (E.D.N.Y. Dec. 16, 2019) (“For the reasons set forth in the Preliminary Approval Order, the Court finds that the notices that were sent to putative class members were the best practicable notices under the circumstances.”), *aff’d sub nom. Fikes Wholesale, Inc. v. HSBC*, 62 F.4th 704 (2d Cir. 2023).

I understand that you have previously expressed your views regarding Rule 23 to the Rules Committee Staff of the Committee on Rules of Practice and Procedure. *See* Attachment. In that

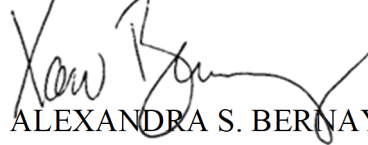
**Robbins Geller
Rudman & Dowd LLP**

Daniel M. Sivilich
October 25, 2024
Page 2

letter you requested the Committee review Rule 23 as a violation of your First Amendment rights. Some of the arguments you made in that letter, appear to also be made in your current letter to the Court.

You are under no obligation to file a claim in the action, but you may wish to. Class Counsel will be filing this response to your letter on the docket as well as sending it directly to you as Ordered by the Court in the attached text-entry Order.

Best regards,

A handwritten signature in black ink, appearing to read "Alex Bernay", is written over the printed name.

ALEXANDRA S. BERNAY

ASB:sl

Attachments

ATTACHMENT



SIVILICH CONSULTING, LLC

Guiding your company to solutions

3575 SW 51ST TERRACE
OCALA, FL 34474

(732) 995-9434
DSIVILICH@GMAIL.COM

July 29, 2021

Committee on Rules of Practice and Procedure
c/o Rules Committee Staff
Administrative Office of the United States Courts
One Columbus Circle, NE
Washington, D.C. 20544

Esteemed Members of the Committee,

I would like to request that the Federal Rules of Civil Procedure, Rule 23: Class Actions be reviewed as a violation of my First Amendment right to petition the government for redress of grievances including a right to file suit in a court of law.

Per Rule 23: Class Actions:

"(a) Prerequisites. One or more members of a class may sue or be sued as representative parties on behalf of all members only if:

(1) the class is so numerous that joinder of all members is impracticable;"

This allows the plaintiff attorneys to use my name and personal information to be included into a class action without my expressed permission. In most states, you can be sued for using someone else's name, likeness, or other personal attributes without permission for an exploitative purpose. This has become a significantly profitable thus exploitive business practice for many class action law firms. I will provide examples later in this request.

With the advent of high speed computers, the internet, cloud-based databases, this clause is out dated and no longer applicable. Letters requesting potential members' permissions to join an action can be generated rapidly. There are letter mailing services that can process vast quantities of certified mail to potential members asking permission to include them in the lawsuit. The burden should be on the Plaintiff attorneys to use my name rather than me having to exclude myself from the action.

In Noerr, 41 truck drivers and their trade unions sued a collection of railroads, railroad presidents and the public relations firm hired to influence legislation concerning truck weight limits and tax rates for heavy trucks. The Court found that the railroad defendants' influence campaign was immune from antitrust liability under the Sherman Act because "the right to petition is one of the freedoms protected by the Bill of Rights, and we cannot, of course, lightly impute to Congress an intent to invade these freedoms." The Plaintiff attorneys infringe on my Constitutionally protected rights by automatically obstructing my right to independently bring suit against the Defendant unless I petition the court to opt out.

Also part of Rule 23 is as follows:

"(c) Certification Order; Notice to Class Members; Judgment; Issues Classes; Subclasses.

(2) Notice.

(B) *For (b)(3) Classes.* For any class certified under Rule 23(b)(3)—or upon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice must clearly and concisely state in plain, easily understood language:

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3)."

Section (v) puts the burden on me, the class member, to opt out. By not doing so, I wave right to independently sue the Defendant. If I do not receive a notification due to the method of delivery, then I have not been properly informed of "(i) the nature of the action." This cannot be a more direct violation of my First Amendment right to file a lawsuit in a court of law. Here is one of many examples of United States mail notification exactly as it was received by my wife:

If you purchased certain Welspun home textile products labeled as "Egyptian Cotton" or "Pima Cotton," a class action Settlement may affect you.

A proposed class action Settlement has been reached in *Hansen-Mitchell, et al. v. Welspun USA, Inc., et al.*, Case No. 19-L-0391, alleging that home textile products were improperly labeled and/or marketed as "Egyptian Cotton" or "Pima Cotton." As part of the Settlement, Defendants have agreed to implement marketing reforms and provide a monetary Benefit for customers. Defendants deny any wrongdoing.

Who is a Settlement Class Member?
You may be an eligible Settlement Class Member if you purchased certain products, a description of which can be found on the website below (the "Subject Products"), between January 1, 2012 and July 2, 2019.

What are the Benefits?
Welspun has agreed to make \$36,000,000 available to pay Valid Claims. Eligible Class Members with proof of purchase may receive up to \$2.30 per Subject Product for towels and pillowcases and up to \$9.20 per Subject Product for all other products purchased during the Class Period, with no Household limit; or Class Members without proof of purchase may receive up to \$1.15 per Subject Product for towels and pillowcases and up to a maximum of \$4.60 per Subject Product for all other products purchased during the Class Period, with a \$10.35 Household limit. If you received a Refund for a Subject Product, you can receive a 10% one-time discount voucher or a \$5.00 credit on a future purchase if you timely submit a valid claim with your valid postal or email address. This voucher may not be clubbed or exchanged for cash. The Settlement also requires Welspun to follow certain practices when marketing and labeling products "Egyptian Cotton" and "Pima Cotton."

What are my rights?
You must file a Claim, either online at the website below or by mail, by November 27, 2019 to get a payment. You can Opt-Out and keep your right to sue Defendants about the claims released by this Settlement but you will not get a payment from this Settlement. You can Object to any aspect of the Settlement in writing by following the instructions found on the Settlement website. If you do nothing, you will not get a payment but you will be bound by all decisions of the Court. Any Opt-Out or Objection must be postmarked by October 11, 2019.

The Court will hold a Fairness Hearing in the Circuit Court for the 20th Judicial Circuit, Court of St. Clair, State of Illinois, St. Clair County Building, 10 Public Square, Belleville, Illinois 62220, before the Honorable Judge Christopher T. Kolker in Courtroom 401, 4th Floor, on October 28, 2019 at 9:00 a.m. Central Time to decide whether to approve the Settlement and to award Attorneys' Fees and Expenses of up to \$9,000,000 (or the equivalent of 25% of the value of the Settlement Amount) and Administrative Expenses to be paid by Defendants, plus \$750 per named Plaintiff as Class Service Awards. The application for Attorneys' Fees and Expenses will be posted on the website below after being filed. You may attend this hearing, but you do not have to.

This is only a summary. Please visit www.EgyptianPimaCottonSettlement.com, or contact the Settlement Administrator at 1-844-271-4781 or by writing to: Hansen-Mitchell v. Welspun USA, c/o Settlement Administrator, P.O. Box 58727, Philadelphia, PA 19102-8727.

www.EgyptianPimaCottonSettlement.com 1-844-271-4781



It is a 4" x 6" notice printed on inexpensive 44 lb (0.0076" thick) paper stock. As a point of reference, "card stock" is 67 lb or 0.010" thick. The front is damaged from processing making it difficult to read. How many people actually read these notices and not assume that it is simply "junk" mail? How many of these get lost in the mail or just not delivered? Since no proof of delivery is required, how can this be used as a bonafide court document? Of those who do, how many actually type a letter and send it to the court to opt out? This is clearly using the ambiguity of Rule 23 to gain enormous profits by the Plaintiff attorneys.

From 1996 - 2011 my wife was covered under the Freehold Township Board of Education, Freehold Twp., NJ by Horizon Blue Cross Blue Shield of NJ, Subscriber # 3HZN74709990, Group # 085568. We moved to Florida in 2018. From May, 2018 we now use Florida Blue as our supplemental insurance to Medicare. In April, 2021 my wife received the following notice from Blue Cross/Blue Shield (hereinafter referred to as BCBS), also printed on 8" x 6" inexpensive 44 lb paper stock:

A federal court authorized this Notice.
This is not a solicitation from a lawyer.



If you purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan between 2008 and 2020, a \$2.67 billion Settlement may affect your rights.

Para una notificación en español, visite www.BCBSsettlement.com/espanol

Questions? Call (888) 681-1142 or Visit www.BCBSsettlement.com

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
P.O. BOX 91390
Seattle, WA 98111

PRESORT
FIRST-CLASS
U.S. POSTAGE
PAID
TOPPAN MERRILL

Electronic Service Requested



SEMI AUTO**SCH 5-DIGIT 34474
F1R20G-4028069C 414/14085/51672
Lea Sivilich
3575 SW 51st Ter
Ocala, FL 34474-9407



QUESTIONS? Visit www.BCBSsettlement.com, email info@BCBSsettlement.com, call (888) 681-1142, or write Blue Cross Blue Shield Settlement c/o JND Legal Administration, P.O. Box 91390, Seattle, WA 98111.

Please Do Not Contact The Court Regarding This Notice.

If you do not want to be legally bound by the Settlement, you may send a request for exclusion ("opt out"). You will not receive any money, but you will keep your right to sue Settling Defendants for the claims in this case. If you do not exclude yourself, you may object to the Settlement. You will still be bound by the Settlement if your objection is rejected. For details on how to opt out or object, read the Long Form Notice available at www.BCBSsettlement.com. Opt outs and objections must be postmarked by July 28, 2021. The Court will hold a Fairness Hearing to consider whether the Settlement is fair, reasonable, and adequate. The Fairness Hearing is on October 20, 2021 at 10:00 a.m. Central Time. The Court will also decide whether to approve attorneys' fees and expenses up to \$667.5 million and \$101 million for additional costs and service awards. These amounts will be deducted from the \$2.67 billion Settlement Fund. You may ask to attend the Fairness Hearing, on your own or through counsel, but you do not have to do so.

What are your other options?


You must submit a valid claim online at www.BCBSsettlement.com or postmarked by mail no later than November 5, 2021. Claim Forms are available at www.BCBSsettlement.com or may be requested by calling (888) 681-1142.

How do you get a payment?

Class Members who submit valid claims may receive a cash payment from the Net Settlement Fund. The Net Settlement Fund is estimated to be approximately \$1.9 billion. This is after deducting attorneys' fees, administrative expenses and other costs from the \$2.67 billion Settlement Fund. For more details on the Plan of Distribution, read the Long Form Notice available at www.BCBSsettlement.com. You can also call (888) 681-1142. Settling Defendants also agreed to make changes in the way they do business to increase the opportunities for competition in the market for health insurance.

What can you get from the Settlement?

<div style="background-color: #0070c0; color: white; padding: 2px; text-align: center; font-weight: bold;">YOUR UNIQUE ID:</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">D9WBH4MC6U</div> <div style="background-color: #0070c0; color: white; padding: 2px; text-align: center; font-weight: bold;">PLEASE SAVE THIS NUMBER TO FILE A CLAIM</div>	<div style="background-color: #0070c0; color: white; padding: 2px; text-align: center; font-weight: bold;">What is this notice?</div> <p>On November 30, 2020, the Honorable R. David Proctor of the U.S. District Court for the Northern District of Alabama granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice. Blue Cross and/or Blue Shield's records show that you may be a Settlement Class Member. You may be eligible to receive a payment from the Settlement in the <i>In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406</i>, N.D. Ala. Master File No. 2:13-cv-20000-RDP. 069C</p> <div style="background-color: #0070c0; color: white; padding: 2px; text-align: center; font-weight: bold;">What is the lawsuit about?</div> <p>Plaintiffs claim that the Blue Cross Blue Shield Association and Settling Individual Blue Plans (collectively, "Settling Defendants") violated antitrust laws by entering into an agreement not to compete with each other and to limit competition among themselves in selling health insurance and administrative services for health insurance. Settling Defendants deny all claims. The Settling Defendants have asserted that their conduct results in lower healthcare costs and greater access to care for their customers. The Court has not decided who is right.</p> <div style="background-color: #0070c0; color: white; padding: 2px; text-align: center; font-weight: bold;">Who is affected?</div> <p>You may be eligible to receive payment if you are an Individual, Insured Group (and their employees) or Self-Funded Account (and their employees) that purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan during one of the two Settlement Class Periods. Government accounts are excluded from the Class.</p> <p>The Settlement Class Period for Individuals and Insured Groups is from February 7, 2008, through October 16, 2020. The Settlement Class Period for Self-Funded Accounts is from September 1, 2015 through October 16, 2020. Dependents, beneficiaries (including minors), and non-employees are NOT eligible to receive payment.</p> <p>All Individuals, Insured Groups, and Self-Funded Accounts that purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan during the applicable Class Period will also benefit from the parts of the Settlement requiring Settling Defendants to change certain of their practices that were alleged to be anticompetitive. Dependents, beneficiaries (including minors), and non-employees will benefit from this part of the Settlement.</p>
--	---



Blue Cross Blue Shield Settlement
 c/o JND Legal Administration
 P.O. BOX 91390
 Seattle, WA 98111

069C

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Address Change Form

Name: _____

Current Address: _____

Carefully separate this Address Change Form at the perforation

Place
Stamp
Here

It appears from this notification that we are already part of a settlement FOR WHICH WE NEVER RECIEVED NOTIFICATION of actually being in the class action! I had to go online to get the "Long Form Notice" of this action. Per Section 9 of this form:

9. How do I get a Payment?

To make a claim and receive a payment, you must file a claim form online or by mail postmarked **November 5, 2021**. Claims may be submitted online at www.BCBSsettlement.com or by mail to:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91390
Seattle, WA 98111

If you select the Alternative Option, you must submit relevant data or records showing a higher contribution percentage. Otherwise the Default Option will be used. Instructions for submitting your claim are on the claim form and on the Settlement Website. When required, sufficient documentation shall include an attestation signed under penalty of perjury when other documentation is no longer available.

But according to Section 11:

11. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and be bound by the Settlement.
However, if you had been entitled to share in the Settlement proceeds, you will not get a payment.

Again, the burden is on ME to take an action. BUT if I never received the postcard, I would not know any of this.

Now let's review the compensation. Per the example in their Long Form Notice, the actual claimants will get a whopping \$178 USD as compensation. BUT per Section 17:

17. How will the lawyers be paid?

Settlement Class Counsel may submit an application(s) to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees plus (ii) reimbursement of expenses and costs, up to a combined total of 25% of the \$2.67 billion fund (i.e., \$667,500,000) created by the Settlement. This fee will include Self-Funded Class Counsel's application. You will not have to pay any fees or costs.

In my opinion, there is not a law firm in the world that deserves a fee of \$667.5 million and \$101 million for additional costs and service awards! These types of lawsuits have become cottage industries for unscrupulous lawyers to strike it rich instead of being remotely associated with fair and equitable judicial process.

As further examples of flaws in Rule 23, On April 19, 2019 I received an email that I was part of a class action settlement against *Square Trade Protection Plan* for which I received no notice that I was a plaintiff. On January 28, 2020 I received an email that I was part of a class action settlement against *Yahoo Data Breach Settlement* for which again I received no notice that I was a plaintiff. I ACCIDENTALLY FOUND BOTH OF THESE EMAILS IN MY SPAM FOLDER! My spam folder automatically deletes emails after 30 days. Had I not noticed these emails I would not have known about either of these class actions.

Therefore, I assert that Rule 23 obstructs my First Amendment right "to petition the Government for a redress of grievances." Rule 23 needs to be changed to require attorneys to obtain written permission from potential members to be included in a class action. This can easily be done by certified US mail requiring a signature proof of delivery or electronically acquiring a legal dated signature using a service such as DocuSign®.

**If you purchased or were enrolled in a
Blue Cross or Blue Shield health insurance or
administrative services plan between 2008 and 2020,
a \$2.67 billion Settlement may affect your rights**

Para una notificación en español, visite www.BCBSsettlement.com/espanol

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Class Representatives (“Plaintiffs”) and the Blue Cross Blue Shield Association (“BCBSA”) and Settling Individual Blue Plans reached a Settlement in a class action antitrust lawsuit called *In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406*, N.D. Ala. Master File No. 2:13-cv-20000-RDP (the “Settlement”).¹ BCBSA and Settling Individual Blue Plans are called “Settling Defendants.”
- Plaintiffs allege that Settling Defendants violated antitrust laws by entering into an agreement not to compete with each other and to limit competition among themselves in selling health insurance and administrative services for health insurance.
- Settling Defendants deny all allegations of wrongdoing and assert that their conduct results in lower healthcare costs and greater access to care for their customers.
- The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.
- The Court certified two Settlement Classes in this case—a Damages Class and an Injunctive Relief Class. These Classes are further defined in Question 5.
- If approved by the Court, the Settlement will establish a **\$2.67 billion Settlement Fund**. Settling Defendants will also agree to make changes in the way they do business that will increase the opportunities for competition in the market for health insurance.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

¹ All capitalized terms used in this Notice shall have the same meaning as provided for in the Settlement Agreement, unless stated otherwise.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
FILE A CLAIM (DAMAGES CLASS ONLY)	<ul style="list-style-type: none"> • File a claim for payment online or by mail. • Be bound by the Settlement. • Give up your right to sue or continue to sue Settling Defendants for the claims in this case. 	Submitted online or postmarked by November 5, 2021
ASK TO BE EXCLUDED ("OPT OUT") (DAMAGES CLASS ONLY)	<ul style="list-style-type: none"> • Remove yourself from the Class. • Receive no payment. • Keep your right to sue or continue to sue Settling Defendants for the claims in this case. 	Postmarked by July 28, 2021
OBJECT	<ul style="list-style-type: none"> • Write to the Court about why you do not like the Settlement. 	Postmarked by July 28, 2021
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak to the Court about the fairness of the Settlement. 	October 20, 2021 at 10:00 a.m. Central Time
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Be bound by the Settlement. • Give up your right to sue or continue to sue Settling Defendants for the claims in this case. 	

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be changed, so please check the Settlement Website, www.BCBSsettlement.com, for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	Page 4
1. Why was this Notice issued?	
2. What is this lawsuit about?	
3. What is a class action, and who is involved?	
4. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT CLASSES?	Page 4
5. Am I part of the Settlement Classes?	
6. I am still not sure if I am included.	
SETTLEMENT BENEFITS	Page 6
7. What does the Settlement provide?	
8. How much can Damages Class Members get from the Settlement?	
9. How do I get a Payment?	
10. What am I giving up by staying in the Settlement Classes?	
11. What happens if I do nothing at all?	
EXCLUDING YOURSELF FROM THE DAMAGES CLASS	Page 10
12. How do I exclude myself from the Damages Class?	
13. If I do not exclude myself, can I sue Settling Defendants for the same thing later?	
OBJECTING TO THE SETTLEMENT	Page 11
14. How do I tell the Court that I do not like the Settlement?	
15. What is the difference between excluding myself and objecting?	
THE LAWYERS REPRESENTING YOU	Page 12
16. Do I have a lawyer in this case?	
17. How will the lawyers be paid?	
THE COURT'S FAIRNESS HEARING	Page 13
18. When and where will the Court decide whether to approve the Settlement?	
19. Do I have to come to the hearing?	
20. May I speak at the hearing?	
GETTING MORE INFORMATION	Page 13
21. How do I get more information about the Settlement?	

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement of certain claims against Settling Defendants in this class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights and options, and the deadlines for you to exercise your rights.

2. What is this lawsuit about?

This class action is called *In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406*, N.D. Ala., Master File No. 2:13-cv-20000-RDP and is pending in the United States District Court for the Northern District of Alabama Southern Division. U.S. District Court Judge R. David Proctor is overseeing this class action.

Plaintiffs allege that Settling Defendants violated antitrust laws by entering into an agreement where the Settling Defendants agreed not to compete with each other in selling health insurance and administration of Commercial Health Benefit Products in the United States and Puerto Rico, as well as agreeing to other means of limiting competition in the market for health insurance and administration of Commercial Health Benefit Products. Settling Defendants deny all allegations of wrongdoing. They assert that their conduct results in lower healthcare costs and greater access to care for their customers. The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.

3. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims. All of the people or businesses who have similar claims together are a “class” or “class members” if the class is certified by the Court. Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Settling Defendants. Instead, both sides have agreed to the Settlement. Both sides want to avoid the risk and cost of further litigation. The Plaintiffs and their attorneys think the Settlement is best for the Settlement Classes.

WHO IS IN THE SETTLEMENT CLASSES?

5. Am I part of the Settlement Classes?

The Court certified two Settlement Classes in this case—a Damages Class and an Injunctive Relief Class.

- The Damages Class includes all **Individuals**, **Insured Groups**² (and their employees), and **Self-Funded Accounts**³ (and their employees), that purchased, were covered by, or were enrolled in a Blue-

² Insured Groups include both employers and other groups (e.g., Taft-Hartley plans, multi-employer welfare arrangements, association health plans, retiree groups, and other non-employer groups).

³ Self-Funded Accounts include both employers and other groups (e.g., Taft-Hartley plans, multi-employer welfare arrangements, association health plans, retiree groups, and other non-employer groups).

Branded Commercial Health Benefit Product⁴ sold, underwritten, insured, administered, or issued by any Settling Individual Blue Plan during the respective class periods. The class period for the fully insured **Individuals** and **Insured Groups** (and their employees) is from February 7, 2008, through October 16, 2020 (“Settlement Class Period”). The class period for the **Self-Funded Accounts** (and their employees) is from September 1, 2015 through October 16, 2020 (“Self-Funded Settlement Class Period”). Dependents, beneficiaries (including minors), and non-employees are **NOT** included in the Damages Class.

Self-Funded Accounts encompass any account, employer, health benefit plan, ERISA plan, non-ERISA plan, or group, including all sponsors, administrators, fiduciaries, and Members thereof, that purchased, were covered by, participated in, or were enrolled in a Self-Funded Health Benefit Plan during the Self-Funded Settlement Class Period. A Self-Funded Health Benefit Plan is any Commercial Health Benefit Product other than Commercial Health Insurance, including administrative services only (“ASO”) contracts or accounts, administrative services contracts or accounts (“ASC”), and jointly administered administrative services contracts or accounts (“JAA”).

For associational entities (e.g., trade associations, unions, etc.), the Self-Funded Account includes any member entity which was covered by, enrolled in, or included in the associational entity’s Blue-Branded Commercial Health Benefit Product. A Self-Funded Account that purchased a Blue-Branded Self-Funded Health Benefit Plan and Blue-Branded stop-loss coverage remains a Self-Funded Account.

Excluded from the Damages Class are:

- Government Accounts⁵;
 - Medicare and Medicaid Accounts;
 - Settling Defendants themselves, and any parent or subsidiary of any Settling Defendant (and their covered or enrolled employees);
 - Individuals or entities that file an exclusion or opt out from the Settlement; and
 - The judge presiding over this matter, and any members of his judicial staff, to the extent such staff were covered by a Commercial Health Benefit Product not purchased by a Government Account during the Settlement Class Period.
- The Injunctive Relief Class includes all **Individuals**, **Insured Groups**, **Self-Funded Accounts**, and **Members** that purchased, were covered by, or were enrolled in a Blue-Branded Commercial Health Benefit Product sold, underwritten, insured, administered, or issued by any Settling Individual Blue Plan during the applicable Settlement Class Period. Dependents, beneficiaries (including minors), and non-employees are included in the Injunctive Relief Class.

6. I am still not sure if I am included.

If you are still not sure if you are included in the Settlement Classes, please review the detailed information contained in the Settlement Agreement, available for download at www.BCBSsettlement.com. You may also contact the Claims Administrator at info@BCBSsettlement.com or call toll-free at (888) 681-1142.

⁴ Unless the person’s or entity’s only Blue-Branded Commercial Health Benefit Product during the class periods was a stand-alone vision or dental product.

⁵ Additional information about Government Accounts is in the Settlement Agreement.

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides monetary payments to Damages Class Members who submit a valid claim by **November 5, 2021**. Settling Defendants also agreed to make changes in the way they do business to increase the opportunities for competition in the market for health insurance (“injunctive relief”) that benefits Injunctive Relief Class Members. You may be included in both Settlement Classes.

If the Court approves the Settlement, in exchange for Class Members’ release of the Released Claims, a \$2.67 billion Gross Settlement Fund will be established. The money remaining in the Settlement Fund, after paying the Attorneys’ Fee and Expense Awards not to exceed \$667.5 million and the Notice and Settlement Administration costs of \$100 million, is called the “Net Settlement Fund.” The Net Settlement Fund is estimated to be approximately \$1.9 billion and will be distributed to Damages Class Members. This Net Settlement Fund will be split as described below:

Monetary Damages:

- 93.5% of the Net Settlement Fund (approximately \$1.78 billion) will be allocated to the Fully Insured (FI) Class Members as a “FI Net Settlement Fund.” The FI Net Settlement Fund will be distributed to **FI Authorized Claimants**, which include:
 - Individuals (“FI Individual Policyholders”);
 - Insured Groups (“FI Groups”); and
 - Insured Group Employees (“FI Employees”)who submit a valid claim by **November 5, 2021**.
- The remaining 6.5% of the Net Settlement Fund (approximately \$120 million) will be set up as a “Self-Funded Net Settlement Fund.” The Self-Funded Net Settlement Fund will be distributed to **Self-Funded Authorized Claimants**, which include:
 - Self-Funded Accounts (“Self-Funded Groups”); and
 - Self-Funded Account Employees (“Self-Funded Employees”)who submit a valid claim by **November 5, 2021**.
- The FI Net Settlement Fund and Self-Funded Net Settlement Fund are separate funds for FI Authorized and Self-Funded Authorized Claimants, respectively. If the claim rate is lower in one fund than the other, the payment to the Authorized Claimants will be proportionately increased in that fund only, and not to all Authorized Claimants overall.

Injunctive Relief:

- Settling Defendants have agreed to make changes in the way they do business that will increase the opportunities for competition in the market for health insurance. As part of the Injunctive Relief (the changes in the way the Settling Defendants do business), a Monitoring Committee will be established for five years to mediate any disputes resulting from the implementation of the Injunctive Relief. If the Monitoring Committee Process approves any systems or rules, that information will be included in the Release. It will also be posted in a report of Monitoring Committee Actions on the Settlement Website. Additional information is detailed in the Settlement Agreement, available at www.BCBSsettlement.com.

8. How much can Damages Class Members get from the Settlement?

Damages Class Members who submit a valid approved claim (“Authorized Claimants”) will receive a payment from either the FI Net Settlement Fund or the Self-Funded Net Settlement Fund, if the Settlement is approved.

Distribution of the FI Net Settlement Fund

FI Authorized Claimants qualify for a payment based on the total amount of estimated premiums they paid to the Settling Defendants (“Total Premiums Paid”) during the Settlement Class Period. Payments will be distributed on a proportional basis across all FI Authorized Claimants based on their estimated premiums.

The payment amount (i.e. claim payment) to FI Authorized Claimants will be determined by the following formula:

Total Premiums Paid During the Settlement Class Period
by FI Authorized Claimant A

Divided by

Total Premiums Paid during the Settlement Class Period
by all FI Authorized Claimants who submit claims

Multiplied by

Total dollars in FI Net Settlement Fund

= Claim payment of FI Claimant A’s claim

For Example⁶:

\$1000

Divided by

\$10,000,000,000

Multiplied by

\$1,780,000,000

= \$178

FI Individual Policyholders – Total Premiums Paid for FI Individual Policyholders will be based on data provided by Settling Defendants. In most cases that data should allow for the calculation of Total Premiums Paid without requiring the FI Authorized Claimant to submit any premium data.

FI Groups and FI Employees – Total Premiums Paid for FI Groups and FI Employees will be based on (a) data provided by the Settling Defendants showing the total amount of premiums paid by any FI Group and (b) a process for allocating the Total Premiums Paid between each specific FI Group and any FI Employees of that FI Group who submit a claim.

⁶ These numbers are provided **for example only**. The numbers do not show actual premiums or an anticipated actual ratio of premiums paid by a Claimant to the Total Premiums Paid by all Claimants.

Because FI Groups and FI Employees typically share the economic burden of premium payments, the Plan of Distribution allocates premiums between the two. When filing a claim, FI Groups and FI Employees may choose a Default or Alternative Option for determining the allocation of Total Premiums Paid between the employer and any employee of that FI group that file a claim. To efficiently process claims, the Plan of Distribution sets a Default allocation as follows: (1) 15% of an employee's premium for single coverage is deemed to have been paid by the employee (with the remainder to the employer) and (2) 34% of an employee's premium for family coverage is deemed to have been paid by the employee (with the remainder to the employer). The Alternative option allows the claimant to submit data or records supporting a contribution higher than the Default. The below scenarios are examples of how an estimated premium may be calculated for use in determining a claimant's proportional share of the FI Net Settlement Fund. In any case where an FI Group makes a claim, it will receive credit for any premiums not otherwise allocated to claiming employees.

IF...	THEN...
<ul style="list-style-type: none"> FI Group files a claim No FI Employees for that FI Group file a claim 	<ul style="list-style-type: none"> FI Group's share will be calculated from full premium paid by that FI Group
<ul style="list-style-type: none"> FI Group files a claim and accepts Default option One or more of its FI Employees files a claim and accepts Default option 	<ul style="list-style-type: none"> For each claiming FI Employee, the Default % will be used to calculate their premiums paid, with remainder allocated to FI Group
<ul style="list-style-type: none"> FI Group files a claim and selects Alternative Option and provides relevant data or records to support a contribution % higher than the Default % FI Employee files a claim 	<ul style="list-style-type: none"> Allocation between the FI Group and claiming FI Employees will be based on the relevant data or materials provided by each (dependent on a review process)
<ul style="list-style-type: none"> FI Group files a claim and accepts Default option One or more FI Employees for that FI Group files a claim and selects the Alternative Option One or more FI Employees for that FI Group files a claim and accepts Default option 	<ul style="list-style-type: none"> Allocation between the FI Employees who select the Alternative Option and for the related FI Group with regard to these employees will be based on the relevant data or materials provided by each (dependent on a review process) Default % will be used to calculate premiums for the claimants who accept the Default option
<ul style="list-style-type: none"> FI Employee files a claim and does not select the Alternative Option FI Group(s) does not file a claim 	<ul style="list-style-type: none"> The FI Employee's premium will be calculated based on the Default % as seen above
<ul style="list-style-type: none"> FI Employee files a claim and selects the Alternative Option and provides relevant data or records to support a contribution % higher than the Default % FI Group(s) does not file a claim 	<ul style="list-style-type: none"> The FI Employee will receive an allocation based on the relevant data or materials he or she provides (dependent on a review process)

Employer Groups: Purchasing Entities and Covered Entities are both eligible to file a claim.⁷

⁷ Information about the plan of allocation for Employer Groups can be found in the Plan of Distribution.

Distribution of Self-Funded Net Settlement Fund

Self-Funded Authorized Claimants are eligible for compensation for Total Self-Funded Fees Paid to the Settling Defendants during the Self-Funded Settlement Class Period. Payments will be distributed on a proportional basis across all Self-Funded Authorized Claimants.

The amount of each claim submitted by any given Self-Funded Authorized Claimant will be determined by the following formula:

$$\begin{array}{c} \text{Total Administrative Fees Paid During the Self-Funded Settlement Class} \\ \text{Period} \\ \text{by Self-Funded Claimant B} \\ \\ \textit{Divided by} \\ \\ \text{Total Administrative Fees Paid during the Self-Funded Settlement Class} \\ \text{Period} \\ \text{by all Self-Funded Authorized Claimants who submit claims} \\ \\ \textit{Multiplied by} \\ \\ \text{Total dollars in Self-Funded Net Settlement Fund} \\ \\ \text{= Claim payment of Self-Funded Claimant B's claim} \end{array}$$

Total Administrative Fees Paid will be based upon (a) the data provided by the Settling Defendants showing the total amount of Administrative fees paid by any Self-Funded Group and (b) an allocation process to split the Total Self-Funded Fees Paid between each specific Self-Funded Group and any Self-Funded Employees of that Self-Funded Group who submit claims. The Self-Funded Groups/Employees will have the same opportunity to choose either the Default or Alternative option, as outlined in the chart on page 8 for the FI Group and FI Employees.

The Self-Funded Default Option allocation is: (1) 18% of an employee's administrative fee for single coverage is deemed to have been paid by the employee (with the reminder to the employer); and (2) 25% of an employee's administrative fee for family coverage is deemed to have been paid by the employee (with the reminder to the employer). The Alternative option allows the claimant to submit data or records supporting a contribution higher than the Default.

Minimum Claim Payment

If the total payment for any Damages Class Member is equal to or less than \$5.00 ("minimum claim payment"), no payment will be made to the Damages Class Member. The claimant will be notified that there will be no distribution given the minimum claim payment.

No distributions will be made until there is a final resolution of all determinations and disputes that could potentially impact the Claims Payments.

Claimant Review

Authorized Claimants will be able to review the Total Premiums Paid and/or Total Administrative Fees Paid used to calculate their award before the distribution of the Net Settlement Fund. If an Authorized Claimant disagrees with their Total Premiums Paid and/or Total Administrative Fees, they must provide the necessary documentation to support the amount they believe it should be. The Claims Administrator will review any data

submitted and determine whether to change the Total Premiums Paid and/or Total Administrative Fees for that Authorized Claimant.

9. How do I get a Payment?

To make a claim and receive a payment, you must file a claim form online or by mail postmarked **November 5, 2021**. Claims may be submitted online at www.BCBSsettlement.com or by mail to:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91390
Seattle, WA 98111

If you select the Alternative Option, you must submit relevant data or records showing a higher contribution percentage. Otherwise the Default Option will be used. Instructions for submitting your claim are on the claim form and on the Settlement Website. When required, sufficient documentation shall include an attestation signed under penalty of perjury when other documentation is no longer available.

10. What am I giving up by staying in the Settlement Classes?

Unless you exclude yourself, you remain in the Settlement Classes. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants that makes claims based on the facts and legal theories involved in this case or any of the business practices the Settling Defendants adopt pursuant to the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at www.BCBSsettlement.com. For purposes of clarity, if a Self-Funded Account that opts out meets the criteria to request a Second Blue Bid under the terms of the Settlement Agreement, that Self-Funded Account does not release any claims for declaratory or injunctive relief to request a Second Blue Bid during any time it meets the criteria to request such a bid under the terms of the Settlement Agreement. All other claims for declaratory or injunctive relief released under the Settlement Agreement are released.

11. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and be bound by the Settlement. However, if you had been entitled to share in the Settlement proceeds, you will not get a payment.

EXCLUDING YOURSELF FROM THE DAMAGES CLASS

12. How do I exclude myself from the Damages Class?

If you are a member of the Damages Class, do not want the monetary benefits, and do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Settling Defendants, you must exclude yourself from the Damages Class. This requires submitting a written request to the Claims Administrator stating your intent to exclude yourself from the Damages Class (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name, including the name of your business (if your business purchased health insurance from a Blue Cross or Blue Shield entity during the Class Period for employees), address, and telephone number; (b) a statement that you want to be excluded from the Damages Class in *In re: Blue Cross Blue Shield Antitrust Litigation*; and (c) your personal, physical signature (electronic signatures, including DocuSign, or PDF signatures are not permitted and will not be considered personal signatures). Requests signed solely by your lawyer are not valid. You must mail or email your Exclusion Request, postmarked or received by **July 28, 2021**, to:

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Blue Cross Blue Shield Settlement
c/o JND Legal Administration – **Exclusion Dpt.**
PO Box 91393
Seattle, WA 98111
or info@BCBSsettlement.com

13. If I do not exclude myself, can I sue Settling Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Settling Defendants for any claims that are released by the Settlement Agreement. If you have a current lawsuit against the Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the Settlement Classes to continue your own lawsuit against Settling Defendants.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and have not excluded yourself from the Settlement, you can object to the Settlement if you do not like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement in *In re: Blue Cross Blue Shield Antitrust Litigation* and the reasons why you object to the Settlement. This letter must include:

- The name of the Action – *In re: Blue Cross Blue Shield Antitrust Litigation*
- Description of your objections, including any applicable legal authority and any supporting evidence you wish the Court to consider;
- Your full name, address, email address, telephone number, and the plan name under which Blue Cross Blue Shield was provided and dates of such coverage;
- Whether the objection applies only to you, a specific Settlement Class or subset of a Settlement Class, or both Settlement Classes;
- The identity of all counsel who represent you, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action within five years preceding the submission of the objection, the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection;
- Any agreements that relate to the objection or the process of objecting between you, your counsel, and/or any other person or entity;
- Your (and your attorney's) signature on the written objection;
- A statement indicating whether you intend to appear at the Final Fairness Hearing (either personally or through counsel); and
- A declaration under penalty of perjury that the information provided is true and correct.

Do not send your written objection to the Court or the judge. Instead, mail the objection to the Claims Administrator with copies to Co-Lead Counsel and Counsel for Settling Defendants at the addresses listed below.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Your objection must be postmarked by **July 28, 2021**.

Claims Administrator:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91393
Seattle, WA 98111
(888) 681-1142

Plaintiffs' Co-Lead Counsel:

BLUE CROSS BLUE SHIELD
SETTLEMENT
C/O MICHAEL D. HAUSFELD
HAUSFELD LLP
888 16th Street NW, Suite 300
Washington, DC 20006
(202) 849-4141
BCBSsettlement@hausfeld.com

Counsel for Settling Defendants:

DAN LAYTIN
KIRKLAND & ELLIS LLP
300 N. LaSalle St.
Chicago, IL 60657
(312) 862-4137
BCBSsettlement@kirkland.com

BLUE CROSS BLUE SHIELD
SETTLEMENT
C/O DAVID BOIES
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(888) 698-8248
BCBS-Settlement@bsfllp.com

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement Classes. Excluding yourself is telling the Court that you do not want to be part of the Settlement Classes or the lawsuit as outlined in Question 12. If you exclude yourself, you are no longer a member of the Settlement Classes and you do not have a right to share in the Settlement's proceeds or to object because the Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed (1) Michael Hausfeld of Hausfeld LLP and (2) David Boies of Boies Schiller Flexner LLP as Co-Lead Counsel on behalf of the Plaintiffs and Settlement Class Members. Their contact information is provided above in Question 14.

You do not need to hire a lawyer because Co-Lead Counsel is working on your behalf.

If you wish to pursue your own lawsuit separate from this one, or if you exclude yourself from the Settlement Classes, these lawyers will no longer represent you. You will need to hire a lawyer if you wish to pursue your own lawsuit against Settling Defendants.

17. How will the lawyers be paid?

Settlement Class Counsel may submit an application(s) to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees plus (ii) reimbursement of expenses and costs, up to a combined total of 25% of the \$2.67 billion fund (i.e., \$667,500,000) created by the Settlement. This fee will include Self-Funded Class Counsel's application. You will not have to pay any fees or costs.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will hold a Fairness Hearing at **10:00 a.m. Central Time on October 20, 2021**, at the United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve attorneys' fees and expenses up to \$667.5 million and \$101 million for additional costs and service awards. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Co-Lead Counsel will attend the hearing and answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Blue Cross Blue Shield Antitrust Litigation*." Be sure to include your name, including the name of your business (if applicable), current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by **July 28, 2021**, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel. The address for the Clerk of the Court is: Clerk of Court, United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203. The addresses for Co-Lead Counsel and Defense Counsel are provided in Question 14. You cannot ask to speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the case by visiting www.BCBSsettlement.com. You may contact the Claims Administrator at info@BCBSsettlement.com or toll-free at (888) 681-1142. You may also contact Co-Lead Counsel at the address, phone number, and email address provided in Question 14.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

EXTERNAL SENDER

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Eastern District of New York

Notice of Electronic Filing

The following transaction was entered on 10/24/2024 at 8:38 PM EDT and filed on 10/24/2024

Case Name: In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation

Case Number: [1:05-md-01720-MKB-JAM](https://ecf.nyed.us/casenet/casenet.do?case=1:05-md-01720-MKB-JAM)

Filer:

Document Number: No document attached

Docket Text:

ORDER: Class Counsel shall file a letter responding to the claims made in Dkt. No. [9471] by October 31, 2024. Class Counsel is ordered to serve a copy of this Order and its forthcoming letter on Daniel Sivilich. Ordered by Magistrate Judge Joseph A. Marutollo on 10/24/2024. (KAR)

1:05-md-01720-MKB-JAM Notice has been electronically mailed to:

William F. Cavanaugh wfcavanaugh@pbwt.com, mcolligation@pbwt.com

Joseph M Alioto, Sr jmalieto@aliotolaw.com, 9200004420@filings.docketbird.com,
lblum@aliotolaw.com, nas@aliotolaw.com

William Harry Rooney maoedny@willkie.com

Benjamin R. Nagin bnagin@sidley.com, benjamin-nagin-5091@ecf.pacerpro.com,
nyefiling@sidley.com

Joseph Michael Vanek jvanek@sperling-law.com

Thomas Hamilton Burt burt@whafh.com

Paul E. Slater pes@sperling-law.com

Richard J. Holwell rhollowell@hsgllp.com, managingclerk@hsgllp.com

Dianne M Nast dnast@nastlaw.com

Kelly T. Currie kcurrie@crowell.com, kcurrie@gmail.com

Steve D. Shadowen (Terminated) steve@hilliardshadowenlaw.com,
chelsey@hmgllawfirm.com, hcrawford@hilliardshadowenlaw.com,
jchernick@hilliardshadowenlaw.com

Roger J. Maldonado rmaldonado@sgrlaw.com, nyoecf@sgrlaw.com

Jerrold S. Parker Jerry@yourlawyer.com

Jeffrey Angelovich jangelovich@npraustin.com, ncameron@npraustin.com

Michael M. Buchman mbuchman@motleyrice.com

Bernard Persky bpersky@robinskaplan.com

David P. Germaine dgermaine@sperling-law.com

Jennifer M. Selendy jselendy@selendygay.com, Edockets@selendygay.com, jennifer-selendy-4478@ecf.pacerpro.com, mco@selendygay.com, paralegals@selendygay.com

JONATHAN J. Lerner jlerner@starrgern.com

Stephen William Greiner maoedny@willkie.com, sgreiner@willkie.com

Peter S. Julian pjulian@skadden.com, peter-julian-9075@ecf.pacerpro.com

Gary R. Carney, Jr gcarney@paulweiss.com, grp-mas-inter-assoc@paulweiss.com,
mao_fednational@paulweiss.com, nkovalenko@paulweiss.com

Jason Brown jbrown@cohengresser.com, autodocket@cohengresser.com,
managingclerksoffice@cohengresser.com

Anthony D. Boccanfuso anthony_boccanfuso@aporter.com, ecf-b9841d808f73@ecf.pacerpro.com, edocketscalendaring@arnoldporter.com,
maoedny@arnoldporter.com

Jeanne Lahiff jlahiff@lawicm.com, rsvp2jeanne@gmail.com

Brian Dale Graifman bgraifman@borahgoldstein.com, bgraifman@aol.com

Robert L. Begleiter rbegleiter@constantinecannon.com

Jay L. Himes jay.himes@gmail.com

Peter Edward Greene (Terminated) pgreen@skadden.com, peter-greene-4265@ecf.pacerpro.com

Robert N. Kaplan rkaplan@kaplanfox.com

Paul W. Bartel, II paul.bartel@dpw.com

Stephen R. Neuwirth stephenneuworth@quinnemanuel.com, anitabenskin@quinnemanuel.com

Cheryl L. Davis cdavis@mhjur.com

Richard J. Kilsheimer rkilsheimer@kaplanfox.com

Jay L.T. Breakstone jbreakstone@yourlawyer.com

J. Douglas Richards drichards@cohenmilstein.com

Richard S. Taffet richard.taffet@morganlewis.com

Steve W. Berman steve@hbsslw.com, heatherw@hbsslw.com, robert@hbsslw.com

Jason L. Solotaroff jsolotaroff@gslawny.com, lthurber@gslawny.com,
mbrophy@gslawny.com

Mark Reinhardt m.reinhardt@rwblawfirm.com, k.schulte@rwblawfirm.com

Karl Cambronne kcambronne@chestnutcambronne.com

Sanford H. Greenberg sgreenberg@greenbergfreeman.com

Michael B. Miller mbmiller@mofo.com, docketny@mofo.com, mike-miller-9381@ecf.pacerpro.com

Donald L. Flexner dflexner@bsflp.com, nyc_managing_clerk@bsflp.com

James P. Bonner jbonner@fbrllp.com

Michael Shuster mshuster@hsgllp.com, Managingclerk@hsgllp.com, crodriguez@hsgllp.com

Robert M. Rothman rrothman@rgrdlaw.com, e_file_ny@rgrdlaw.com,
e_file_sd@rgrdlaw.com, rrothman@ecf.courtdrive.com

Bruce H. Levinson ecf@blevlaw.com

Richard A. Lockridge ralockridge@locklaw.com, crbaehman@locklaw.com

Joseph Goldberg jg@fbdlaw.com, drt@fbdlaw.com, sdr@fbdlaw.com

Dennis M. Campbell dcampbell@campbellmiami.com

Matthew S. Wild mwild@cohenmilstein.com

Michael Edward Johnson mjohnson@alston.com, managingclerksoffice-nyc@alston.com

Daniel Louis Russo drusso@mtahq.org

Daniel Hume dhume@kmlp.com

Richard F. Schwed rschwed@aoshearman.com, courtalert@shearman.com, managing-attorney-5081@ecf.pacerpro.com, manattyoffice@shearman.com

Jeffrey Isaac Shinder jeffrey@scl-llp.com, lminnetto@constantinecannon.com,
mpeters@constantinecannon.com

Andrew G. Celli, Jr acelli@ecbawm.com, dedwards@ecbawm.com, docketing@ecbawm.com,
eamare@ecbawm.com

Robert Lee Hubbard robert.hubbard@ag.ny.gov, bob@roberthubbard.net

Robert C. Mason (Terminated) robert.mason@arnoldporter.com, ecf-c9f5d286c532@ecf.pacerpro.com, edocketscalendaring@arnoldporter.com,
maoedny@arnoldporter.com, mark.merley@apks.com, matthew.eisenstein@apks.com

Steven A. Asher asher@wka-law.com

William J. Ban wban@barrack.com

Dennis Stewart dstewart@gustafsongluek.com, djakubauskiene@gustafsongluek.com

Joseph R. Saveri jsaveri@saverilawfirm.com, Agetzell@saverilawfirm.com,
ailie@saverilawfirm.com, ajensen@saverilawfirm.com, dvandemortel@saverilawfirm.com,
jday@saverilawfirm.com, rponce@saverilawfirm.com, ypruitt@aol.com

James Michael Evangelista jim@ewlawllc.com, barry@ewlawllc.com,
stephanie@ewlawllc.com

Noah Shube nshube@nsfirm.com, nshube@hotmail.com

Paul Schoeman pschoeman@kramerlevin.com, docketing@kramerlevin.com, litigation-5766@ecf.pacerpro.com, schoeman-paul-h-4955@ecf.pacerpro.com

Robert J. Morrow rmorrow@hsgllp.com, crodriguez@hsgllp.com, managingclerk@hsgllp.com

Matthew Cantor matthew@scl-llp.com

Michael J. Boni mboni@bonizack.com

Linda Wong Cenedella (Terminated) lwong@skadden.com

Patricia I. Avery pavery@wolfpopper.com

Tracey L. Kitzman tkitzman@cohenmilstein.com

Bruce Alan Birenboim bbirenboim@paulweiss.com, mao_fednational@paulweiss.com

James Milligan Wilson, Jr ahouseholder@faruqilaw.com, mremmel@faruqilaw.com

Daniel L. Brown dlbrown@sheppardmullin.com, 9065276420@filings.docketbird.com, NY-Docketing@sheppardmullin.com

Patrick J. Sheehan psheehan@whatleykallas.com, ecf@whatleykallas.com

Linda P. Nussbaum lnussbaum@nussbaumpc.com, sschwaiger@nussbaumpc.com

Alexander E. Barnett abarnett@cpmlegal.com, azapala@cpmlegal.com, skong@cpmlegal.com

Kevin Yoshiwo Teruya kevinteruya@quinnemanuel.com

Robert G. Eisler reisler@gelaw.com, 5210588420@filings.docketbird.com, cnevers@gelaw.com, ibrown@gelaw.com, kdiguglielmo@gelaw.com, vbeal@gelaw.com

Dean Martin Solomon deansolomonlaw@gmail.com

Marc L. Greenwald marcgreenwald@quinnemanuel.com

William V. Reiss wreiss@robinskaplan.com

Michael C Rakower mrakower@rakowerlaw.com, cbabbitt@rakowerlaw.com

Mark Carl Rifkin rifkin@whafh.com

John Jacob Pentz, III jjpentz3@gmail.com

Hae Sung Nam hnam@kaplanfox.com

James J. DeCristofaro james@dclfirm.com

Robert Donald Carroll rcarroll@goodwinlaw.com

Mark E. Tully mtully@goodwinlaw.com

David Sapir Lesser dless@kslaw.com, jcmccullough@kslaw.com

K. Craig Wildfang (Terminated) kcwildfang@robinskaplan.com, dlingle@robinskaplan.com,
rries@robinskaplan.com

N. Albert Bacharach, Jr N.A.Bacharach@att.net, CourtDocuments@att.net,
CourtDocuments@nabjr.com, Sarah@nabjr.com

Paul S. Rothstein psrantitrust@rothsteinforjustice.com

John W. Davis john@johnwdavis.com

Mallory B. Duncan mbduncan@vorys.com

Deborah K. Brown deborahbrown@quinnemanuel.com

David E. Kovel dkovel@kmlp.com, david-kovel-8370@ecf.pacerpro.com

Eva W. Cole ewcole@winston.com, docketny@winston.com, eva-cole-5966@ecf.pacerpro.com

Anne Fornecker Johnson annej@hbsslaw.com

Karen Hanson Riebel Khriebel@locklaw.com, amraak@locklaw.com,
atajagbusi@locklaw.com, crjohnson@locklaw.com, lgn-khriebel@ecf.courtdrive.com

Adam Owen Glist oglist@constantinecannon.com, aoglist@gmail.com,
cboardman@constantinecannon.com, kmorrison@constantinecannon.com,
zgowen@constantinecannon.com

Joe R. Whatley, Jr jwhatley@whatleykallas.com, ecf@whatleykallas.com

Mary Gail Gearn marygail.gearn@morganlewis.com

Jonathan Mitchell Jacobson jjacobson@wsgr.com, ageritano@wsgr.com, cstavros@wsgr.com

Andrew J. Frackman afrackman@omm.com, andrew-frackman-5190@ecf.pacerpro.com

Edward F Siegel efsiegel@hotmail.com, efsiegel@gmail.com

Christopher J McDonald Chris@McDonaldADROffice.com

Thomas M. Campbell tcampbell@sc-llp.com, mbeaudry@kennynachwalter.com,
sms@kennynachwalter.com, wblechman@kennynachwalter.com

Melanie C.T. Ash mash@law.nyc.gov, ECF@law.nyc.gov

Lita B. Wright lbwright@aminillc.com, aminillcfiling@aminillc.com,
lbwright@ecf.courtdrive.com

David S. Preminger dpreminger@aol.com

David G. Trachtenberg dtrachtenberg@talaw.law

Roger B Cowie rcowie@lockelord.com

David Stein dstein@steinllp.com, assistant@steinllp.com, dnieparent@steinllp.com,
duvids33@gmail.com

Charles S. Hellman chellman@dhola.com

Kenneth A. Gallo kgallo@paulweiss.com, mao_fednational@paulweiss.com,
mlaramie@paulweiss.com

Thomas J. Undlin tundlin@robinskaplan.com, bbrtek@robinskaplan.com

Jonathan B. Orleans jborleans@pullcom.com

Jeffrey M Norton jnorton@nflp.com

Kenneth G. Walsh kwash@kgwalshlegal.com, kgwalsh78@gmail.com

James T. Shearin jtshearin@pullcom.com, lamaral@pullcom.com

Craig Gordon Harley charley@chitwoodlaw.com

Christopher M. Burke (Terminated) Cburke@KoreinTillery.com, efile@scott-scott.com,
tturner@scott-scott.com

Eric Todd Kanefsky eric@ck-litigation.com, 9075061420@filings.docketbird.com

Michael J. Kane mkane@bm.net

William Jay Blechman wblechman@knpa.com, mbrehm@knpa.com

Richard A. Arnold rarnold@kennynachwalter.com

Ryan W. Marth rmarth@robinskaplan.com, courtmail@robinskaplan.com,
nbernhagen@robinskaplan.com

W. Joseph Bruckner wjbruckner@locklaw.com, ctevans@locklaw.com, lgn-wjbruckner@ecf.courtdrive.com

Charles N. Nauen cnnauen@locklaw.com, hnpotteiger@locklaw.com

William A. Gengler wagengler@locklaw.com, jmtreiber@locklaw.com

H. Laddie Montague hlmontague@bm.net, sleo@bm.net

Merrill G. Davidoff mdavidoff@bm.net, kmarkert@bm.net, sleo@bm.net

Jayne A. Goldstein jagoldstein@millershah.com, pleadings@millershah.com,
smoss@millershah.com

Jeffrey D. Bores jbores@chestnutcambronne.com

Ann D. White awhite@awhitelaw.com, mbucher@awhitelaw.com

Joshua N. Holian (Terminated) joshua.holian@lw.com, victor.cayanan@lw.com

Richard P. Rouco rrouco@qcwdr.com, jrobinson@qcwdr.com

Jason S. Kilene jkilene@gustafsongluek.com, dgustafson@gustafsongluek.com

Jason S. Hartley hartley@hartleyllp.com

Teresa T. Bonder teresa.bonder@alston.com

Brian N. Toder btoder@chestnutcambronne.com, bbleichner@chestnutcambronne.com,
dproulx@chestnutcambronne.com

Francis J. Balint fbalint@bffb.com, RCreech@bffb.com, rconnell@bffb.com

Robert S Kitchenoff kitchenoff@wka-law.com

Robert D. Greenbaum rgreenba@voicenet.com

Donald L. Perelman dperelman@finekaplan.com, akatzman@finekaplan.com,
nblakeslee@finekaplan.com

Thomas Andrew Paskowitz tpaskowitz@sidley.com, nyefiling@sidley.com, tom-paskowitz-1554@ecf.pacerpro.com

Eric Bloom ebloom@hangle.com, jsolt@hangle.com

Brian A. Ratner bratner@hausfelldllp.com

Joseph M. Callow jcallow@kmklaw.com

Richard L. Creighton rcreighton@kmklaw.com

Valerie C. Williams valarie.williams@alston.com

Kimberly Keevers Palmer kkeevers@rpwb.com, smosley@rpwb.com

Eric L. Lewis eric.lewis@lbkmlaw.com

Frederic S. Fox ffox@kaplanfox.com

Walter W. Noss wnoss@koreintillery.com

Kevin B. Love klove@cridenlove.com

Donald A. Broggi dbroggi@scott-scott.com

John C. Briody jbriody@mckoolsmith.com, dlopez@mckoolsmith.com, john-briody-5393@ecf.pacerpro.com, managingclerk@mckoolsmith.com

Brian C. Dunning bdunning@drmlaw.com, bdunning@msn.com

Amy Nkemka Okereke aokereke@law.nyc.gov, ECF@law.nyc.gov

Steig David Olson steigolson@quinnemanuel.com, steig-olson-9958@ecf.pacerpro.com,
steigolson@gmail.com

Arthur Christopher Young christopher.young@troutman.com

Eric Cramer ecramer@bm.net, courtmail@bm.net

Phillip F. Cramer pcramer@sherrardroe.com

L. Webb Campbell, II wcampbell@sherrardroe.com

John P. Passarelli john.passarelli@kutakrock.com, shari.mullennax@kutakrock.com

Gregory Scott Asciolla gasciolla@dicellolevitt.com, 8567571420@filings.docketbird.com,
asaldana@dicellolevitt.com

Michelle Katherine Parikh michelle.parikh@usdoj.gov, mao_fednational@paulweiss.com

Robert J. LaRocca rlarocca@koh Swift.com

Hadley P Roeltgen hroeltgen@koh Swift.com

Adam Bryan Wolfson adamwolfson@quinnemanuel.com

Debra L. Greenberger dgreenberger@ecbawm.com, docketing@ecbawm.com,
mvelez@ecbawm.com

Barry L. Refsin brefsin@hangley.com

Stacey Slaughter spslaughter@rkmc.com

Grace Jheeyoung Lee grace.lee@aoshearman.com, courtalert@shearman.com, managing-attorney-5081@ecf.pacerpro.com,
manattyoffice@shearman.com

Daniel A. Sasse dsasse@crowell.com, cproksel@crowell.com, dan-sasse-7603@ecf.pacerpro.com,
litigation-notice-7425@ecf.pacerpro.com

Joshua D Snyder jsnyder@bonizack.com

Benjamin G. Stewart bgstewart@kmlaw.com

Alexandra S. Bernay xanb@rgrdlaw.com, E_File_SD@rgrdlaw.com, ckopko@rgrdlaw.com,
dwatts@rgrdlaw.com

Boris Bershteyn boris.bershteyn@skadden.com, boris-bershteyn-9508@ecf.pacerpro.com

David Balto david.balto@yahoo.com, bradwasser@yahoo.com

David W. Mitchell DavidM@rgrdlaw.com, E_File_SD@rgrdlaw.com, ckopko@rgrdlaw.com,
dwatts@rgrdlaw.com, slandry@rgrdlaw.com

Rachel J. Christiansen rjchristiansen@locklaw.com

Daniel Adam Schlanger 1160811420@filings.docketbird.com

Kamali P Willett kamali.willett@skadden.com, kamali-willett-2761@ecf.pacerpro.com

Philip C. Korologos pkorologos@bsflp.com, NYC_Managing_Clerk@bsflp.com,
dmarshall@bsflp.com, jlasalle@bsflp.com, philip-korologos-7041@ecf.pacerpro.com

Sharon Kunjumon Robertson srobertson@cohenmilstein.com, efilings@cohenmilstein.com

John F. LaSalle jlasalle@bsflp.com, john-lasalle-7427@ecf.pacerpro.com,
john.f.lasalle@gmail.com

Joshua Barton Gray jbgray@knpa.com, joshua.b.gray@gmail.com

Perry Lange perry.lange@wilmerhale.com, WHDocketing@wilmerhale.com

Francis Michael Curran fcurran@tullylegal.com

Thomas E. Egler tome@rgrdlaw.com, e_file_sd@rgrdlaw.com

David Alan Scupp david@scl-llp.com

Steven A. Kanner skanner@fklmlaw.com, mkhamoo@fklmlaw.com

Eric Brenner ebrenner@bsflp.com, eric-brenner-8007@ecf.pacerpro.com,
jlasalle@bsflp.com, jsteele@bsflp.com, mkozak@bsflp.com

Carroll H. Ingram carroll@ingramlawyers.com, brandy@ingramlawyers.com

Noelle Marie Reed noelle.reed@skadden.com, noelle-reed-8522@ecf.pacerpro.com

John F Hawkins john@hgattorneys.com, teresa@hgattorneys.com

Jennifer Ingram Wilkinson jennifer@ingramlawyers.com, brandy@ingramlawyers.com

Don Allen Resnikoff donresnikoff@donresnikofflaw.com

Diane Lee Houk dhouk@ecbawm.com, docketing@ecbawm.com, sjames@ecbawm.com

Layne E. Kruse lkruse@fulbright.com, dkjackson@fulbright.com

Kara Kennedy kara.kennedy@alston.com

James Hartmann Smith jsmith@mckoolsmith.com, managingclerk@mckoolsmith.com

Rory Ann Leraris rory.leraris@davispolk.com, ecf.ct.papers@davispolk.com

Jennifer P Snyder jsnyder@dilworthlaw.com, tvetri@dilworthlaw.com

Jonah H Goldstein jonahg@rgrdlaw.com, E_File_SD@rgrdlaw.com

Adam James Hunt adamhunt@mofo.com, adam-hunt-5325@ecf.pacerpro.com,
docketny@mofo.com

Eamon Paul Joyce ejoyce@sidley.com, eamon-joyce-7103@ecf.pacerpro.com,
nyefiling@sidley.com

Matthew C. Weiner matt@hilliardshadowenlaw.com, chelsey@hmgllawfirm.com

Michelle C. Clerkin mclerkin@shnlegal.com

Jayme Alyse Jonat jjonat@hsgllp.com, crodriguez@hsgllp.com, managingclerk@hsgllp.com

Steve A. Miller sampc01@gmail.com

Richard E. Norman rnorman@crowleynorman.com, gsuarez@crowleynorman.com

Robert James Baehr rbaehr@proskauer.com, lsoedny@proskauer.com, robert-baehr-7946@ecf.pacerpro.com

James B. Niehaus jniehaus@frantzward.com, dlbeatrice@frantzward.com

Douglas Thompson dthompson@finkelsteinthompson.com

Zachary Adam Kerner zkerner@hsgllp.com, crodriguez@hsgllp.com,
managingclerk@hsgllp.com, zkerner@gmail.com

Demian Alexander Ordway dordway@hsgllp.com, bsherman@hsgllp.com,
crodriguez@hsgllp.com, managingclerk@hsgllp.com, rjames@hsgllp.com, rproper@hsgllp.com

Michiko Brown brown@wtotrial.com, brady@wtotrial.com, graham@wtotrial.com

Kelly A. Laudenslager (Terminated) laudenslager@wtotrial.com

Tonya Bond tbond@psrb.com, lwycoff@psrb.com

Michael D. Alper alper@wtotrial.com

Dennis Dean Gibson gibson@lawgibson.com, cozby@bridgemarkns.com

Christopher Braun cbraun@psrb.com, cbabcock@psrb.com

James Warren jwarren@cwplaw.com, awelch-curtis@cwplaw.com

Abby Faith Rudzin arudzin@omm.com, abby-rudzin-1494@ecf.pacerpro.com

John M. Vaught vaught@wtotrial.com

Adam P. Feinberg afeinberg@milchev.com, ktafuri@milchev.com

Anthony F. Shelley ashelley@milchev.com, ktafuri@milchev.com, mkhalil@milchev.com

Gregory R. Farkas gfarakas@frantzward.com, dlbeatrice@frantzward.com

Joshua R. Furman jrf@furmanlawyers.com

Kenneth J. Rubin kjrubin@vorys.com

Michael J. Canter mjcanter@vorys.com

Robert N. Webner rwebner@vorys.com

Matthew Eisenstein matthew.eisenstein@arnoldporter.com, ecf-29b5a044e1fc@ecf.pacerpro.com, edocketscalendaring@arnoldporter.com, maoedny@arnoldporter.com

William R. H. Merrill bmerrill@susmangodfrey.com, klombardo@susmangodfrey.com, renee-rubert-5831@ecf.pacerpro.com, rrubert@susmangodfrey.com

John D. Comerford jcomerford@dowdbennett.com, dlynn@dowdbennett.com

Daniel L. Warshaw dwarshaw@pwfirm.com, 7546762420@filings.docketbird.com, egrant@pwfirm.com, hcory@pwfirm.com, kbernal@pwfirm.com

Fields Alexander falexander@beckredde.com

David T Moran dmoran@jw.com, msmale@jw.com

Brian R Strange bstrange@strangeandbutler.com

Keith L Butler kbutler@strangeandbutler.com, kbutler@strangeandcarpenter.com, jceglia@strangeandbutler.com

George L McWilliams glmlawoffice@gmail.com, npeavy@kglawfirm.com

Donald Matt Mattson Keil mkeil@kglawfirm.com

Matthew Powers McCahill mmccahill@kaplanfox.com

John C Goodson jcgoodson@kglawfirm.com

Meghan Joan Summers msummers@kmllp.com

Samuel Kadosh skadosh@gulkoschwed.com, samuel-kadosh-7777@ecf.pacerpro.com

Sam P. Cannata spc@cplpa.com

James A Wilson, Jr jawilson@vorys.com

Douglas Robert Matthews drmatthews@vorys.com

Kimberly Weber Herlihy kwherlihy@vorys.com

Alycia Nadine Broz anbroz@vorys.com, mkmcglumphy@vorys.com

Robert Neal Webner rwebner@vorys.com

Michael S. Shuster mshuster@hsgllp.com, managingclerk@hsgllp.com

Donald R. Hall, Jr dhall@kaplanfox.com

Brette Morgan Tannenbaum btannenbaum@paulweiss.com, mao_fednational@paulweiss.com

Richard Todd Victoria rvictoria@gordonrees.com, lsamuels@gordonrees.com

Deborah E. Arbabi darbabi@crowell.com, deborah-arbabi-5164@ecf.pacerpro.com, litigation-notices-7425@ecf.pacerpro.com

Robert M. Gardner rgardner@mnlawcenter.com

Alyse Fiori Stach astach@proskauer.com

Amy Neda Vegari avegari@pbwt.com, mcolitigation@pbwt.com

Frank M. Lowrey lowrey@bmelaw.com, chen@bmelaw.com, laymon@bmelaw.com

Theresa Driscoll Moore TMoore@aliotolaw.com

Lingel Hart Winters sawmill2@aol.com, lingelwinters@aol.com

Jeffery Kenneth Perkins jefferykperkins@aol.com

John Haslet Boone jboone@dc.rr.com

Lawrence Genaro Papale lgpapale@papalelaw.com

Theodore Frank Schwartz theodore@schwartz-schwartz.com, pcs@sullhale.com

Tiffani B Figueroa tfigueroa@mofo.com, docketny@mofo.com, tiffani-figueroa-6254@ecf.pacerpro.com

Thomas Goldstein tgoldstein@goldsteinrussell.com

David Du Leray davidleray@quinnemanuel.com

Scotty P. Krob scott@kroblaw.com, jan@kroblaw.com

Anthony M Capozzolo anthony.capozzolo@lbkmlaw.com, lauren.skala@lbkmlaw.com

Evan Kreiner evan.kreiner@skadden.com, evan-kreiner-6900@ecf.pacerpro.com

Donna M. Ioffredo dioffredo@paulweiss.com, mao_fednational@paulweiss.com

Craig Aaron Benson cbenson@paulweiss.com, mao_fednational@paulweiss.com

Jake F. Goodman jake.goodman@dlapiper.com, goodmanjfl@gmail.com

Jeffrey L. Kessler jkessler@winston.com, docketny@winston.com, jeffrey-kessler-5965@ecf.pacerpro.com

Richard A. Koffman rkoffman@cohenmilstein.com, enotices@cohenmilstein.com

Benjamin Klebanoff benjamin.klebanoff@aoshearman.com, courtalert@shearman.com, managing-attorney-5081@ecf.pacerpro.com, manattyoffice@shearman.com

Carter Hoel choel@mdbbe.com

Paul Robinson probinson@mdbbe.com, panderson@mdbbe.com

Brent O. Hatch bhatch@hjdlaw.com, smcneill@hjdlaw.com

Shaunda L. McNeill smcneill@hjdlaw.com, mc.shaunda@gmail.com

Sherli Shamtoub sfrank@bhfs.com

Eric Citron eric@guptawessler.com

Justin Collins jcollins@primeinc.com

Ronan P. Doherty doherty@bmelaw.com, cassidy@bmelaw.com, tanya-reed-4669@ecf.pacerpro.com

Alicia K. Cobb aliciacobb@quinnemanuel.com

Gary R. Carney gcarney@paulweiss.com

Geoffrey Holmes Kozen gkozen@robinskaplan.com, hmccourtney@robinskaplan.com

Heather C. Milligan hmilligan@paulweiss.com, mao_fednational@paulweiss.com

Nina I. Webb-Lawton niwebb@vorys.com, paclark@vorys.com

Timothy B. McGranor tbmcgranor@vorys.com, vdarmstrong@vorys.com

Johanna Rae Hudgens jhudgens@winston.com, docketny@winston.com, johanna-hudgens-0515@ecf.pacerpro.com, johanna.hudgens@gmail.com

Karen Otto karen.otto@arnoldporter.com, Robert.Culhane@apks.com, ecf-0d9ac7539b3d@ecf.pacerpro.com, edocketscalendaring@apks.com, maoedny@apks.com

Robert J. Wozniak rwozniak@fkmlaw.com, mkhamoo@fkmlaw.com

Michael J. Freed mfreed@fkmlaw.com, mkhamoo@fkmlaw.com

Jessica S. Russell russellj@pepperlaw.com

Edward G. Brandenstein ebrendenstein@mdbbe.com, panderson@mdbbe.com

Rosemary Szanyi Rosemary.Szanyi@arnoldporter.com, ecf-e03e4cccca64@ecf.pacerpro.com, edocketscalendaring@arnoldporter.com, maoedny@arnoldporter.com

Robert S. Jones stanton.jones@arnoldporter.com

Priyanka Timblo ptimblo@hsgllp.com, managingclerk@hsgllp.com

Dana Lynn Cook-Milligan dlcook@winston.com, dana-cook-milligan-9144@ecf.pacerpro.com, docketny@winston.com

Armen Zohrabian AZohrabian@hedinhall.com

Robert John Vizas robert.vizas@apks.com, ecf-582c11bcaa5b@ecf.pacerpro.com, edocketscalendaring@arnoldporter.com, maoedny@arnoldporter.com

Sharon Douglass Mayo Sharon.Mayo@arnoldporter.com, eDocketsCalendaring@apks.com

Robert J Kuntz, Jr rkuntz@riveromestre.com, vcerra@devinegoodman.com

Lawrence Dean Goodman lgoodman@devinegoodman.com, smallet@devinegoodman.com

John William Devine jdevine@devinegoodman.com, smallet@devinegoodman.com

Jeanifer Ellen Parsigian jparsigian@winston.com, docketny@winston.com, jeanifer-parsigian-1998@ecf.pacerpro.com, rnovak@winston.com

Sean D. Meenan smeenan@winston.com, docketny@winston.com, pacercourtfile@winston.com, sean-meenan-6386@ecf.pacerpro.com

Michelle Ann Mantine mmantine@reedsmith.com

Lonnie Anthony Browne lbrowne@rgrdlaw.com, E_File_SD@rgrdlaw.com

James Franklin Herbison jherbison@winston.com, docketny@winston.com, james-herbison-1869@ecf.pacerpro.com

Patrick Joseph Coughlin pcoughlin@scott-scott.com

Robert D.W. Landon, III rlandon@kennynachwalter.com

Joseph W. Cotchett jcotchett@cpmlegal.com

Mark Cotton Molumphy mmolumphy@cpmlegal.com

Anne Marie Murphy amurphy@cpmlegal.com

Eliot Fielding Turner eliot.turner@nortonrosefulbright.com

David Edwards Wynne dwynne@burdinewynne.com, lparish@burdinewynne.com

Scott G. Burdine sburdine@burdinewynne.com, lparish@burdinewynne.com

Brent Lockhart Brown bbrown@csa-lawfirm.com

John Zavitsanos jzavitsanos@azalaw.com

Bradley C Weber bweber@lockelord.com

Bruce Allen Blefeld BBlefeld@reedsmith.com

Edward William Duffy EDuffy@reedsmith.com

Jared M Slade jared.slade@alston.com

Dennis R Bettison dbettison@bdaglaw.com

Charles Bedford Hampton champton@mcguirewoods.com

Tynan Buthod ty.buthod@bakerbotts.com

Perry A Lange perry.lange@wilmerhale.com

Jamie Alan Aycock jamieaycock@azalaw.com

Jordan Lyn Warshauer jwarshauer@azalaw.com, tblakely@azalaw.com

Blair Eden Kaminsky bkaminsky@hsgllp.com, crodriguez@hsgllp.com,
managingclerk@hsgllp.com

Edwin M. Buffmire ebuffmire@jw.com, cleger@jw.com

Eric P. Barstad ebarstad@robinskaplan.com, hmccourtney@robinskaplan.com

Lina Dagnew ldagnew@paulweiss.com, mao_fednational@paulweiss.com

Jerome F. Buch jbuch@seyfarth.com

John Robert Schleppenbach jschleppenbach@seyfarth.com

Daniel M. Meyers daniel.meyers@apks.com

Mitchell A. Tobias matobias@vorys.com

Jana Eisinger jeisinger@eisingerlawfirm.com

Austin Lomax austin.lomax@alston.com

William L Taylor williamltaylor@live.com

Marcus Neil Bozeman mbozeman@bozemanfirm.com

Kendrick Jan kj@jan-law.com

John Samuel Gibson john.gibson@dlapiper.com, john-gibson-2802@ecf.pacerpro.com

Jordan Lee Ludwig jludwig@crowell.com, jordan-ludwig-7797@ecf.pacerpro.com

Shane Wagman Romero sromero@crowell.com, dejackson@crowell.com, shane-romero-4638@ecf.pacerpro.com

Chahira Solh csolh@crowell.com, chahira-solh-5448@ecf.pacerpro.com, litigation-notices-7425@ecf.pacerpro.com

Christy A Markos christy.markos@troutman.com, christy-marcos-3448@ecf.pacerpro.com

Katherine Rose Sass katie@kbbklegal.com

Robert John Palmersheim rip@thepmlawfirm.com

Anand C. Mathew acm@thepmlawfirm.com

Julie M. Mallen mallen@litchfieldcavo.com

Douglas Matthews drmatthews@vorys.com

Alycia N. Broz anbroz@vorys.com

Kathy D. Patrick kpatrick@gibbsbruns.com, mmata@gibbsbruns.com,
slwilson@gibbsbruns.com

Barrett Reasoner breasoner@gibbsbruns.com, mbultman@gibbsbruns.com

Denise Drake ddrake@gibbsbruns.com, mbultman@gibbsbruns.com

Shannon Nicole Smith snsmith@gibbsbruns.com, cpena@gibbsbruns.com,
mdoyle@gibbsbruns.com

Erica Krennerich kstehling@gibbsbruns.com

Richard Brunell rbrunell@hilliardshadowenlaw.com

Nina Mikhaylovna Kovalenko nkovalenko@paulweiss.com, mao_fednational@paulweiss.com

W. Curt Webb cwebb@beckredde.com

David T. Moran dmoran@jw.com

Christopher Bateman cbateman@cohenmilstein.com, bamiller@cohenmilstein.com,
enotices@cohenmilstein.com

Patrick J. McGahan pmcgahan@scott-scott.com, kjager@scott-scott.com

Manuel Juan Dominguez jdominguez@cohenmilstein.com, enotices@cohenmilstein.com

Douglas Francis Post dougpost@quinnemanuel.com

William Charlie Price williamprice@quinnemanuel.com

Lara A. Flath lara.flath@skadden.com, lara-flath-9033@ecf.pacerpro.com

Ariana Bloom abloom@paulweiss.com

Dylan Young dylan.young@arnoldporter.com

Anne P. Davis anne.davis@arnoldporter.com, ecf-349bafd989c3@ecf.pacerpro.com,
edocketscalendaring@arnoldporter.com, maoedny@arnoldporter.com

Maia Usui musui@paulweiss.com, mao_fednational@paulweiss.com

Sophia Gonzalez sophia.gonzalez@arnoldporter.com,
edocketscalendaring@arnoldporter.com, maoedny@arnoldporter.com, sophia-gonzalez-1530@ecf.pacerpro.com

Anthony M Verticchio averticchio@kmklaw.com

Tatiana V Wallace twallace@aliotolaw.com

Arif Virji avirji@cmprlaw.com, mswift@cmprlaw.com

Manisha M. Sheth manishasheth@quinnemanuel.com

Justin T. Reinheimer justinreinheimer@quinnemanuel.com

Sherwin Faridifar sfaridifar@hilliardshadowenlaw.com

James Orenstein jorenstein@jamsadr.com

Claire Disston Hausman clairehausman@quinnemanuel.com

Danielle Marie Shrader-Frechette daniellefrechette@quinnemanuel.com

Chad Holtzman choltzman@gelaw.com

Jonathan Baker jonathan.baker@kutakrock.com

H Melissa Mather mmather@hilliardshadowenlaw.com

Stephen M. Tillery stillery@koreintillery.com

Kate Lv klv@koreintillery.com

Marc A Wallenstein mwallenstein@koreintillery.com

Ryan Marth rmarth@robinskaplan.com

Navy Thompson nthompson@robinskaplan.com

Caitlin E. Keiper ckeiper@robinskaplan.com

Sean C. Russell srussell@scott-scott.com

Kassra Nassiri kass@njfirm.com, brittany@njfirm.com, caleb@njfirm.com

1:05-md-01720-MKB-JAM Notice will not be electronically mailed to:

A & H Stores, Inc.

Abeltd's Gaslight Pharmacy

Acton Pharmacy, Inc.

Adams Pharmacy, Inc.

Almadad Inc. DBA / Bronx Pharmacy

Anson Plaza Pharmacy

Anthony Pharmacy

Apothecare Pharmacy LLC

Arrochar Pharmacy

BFC, INC

BPRS, Inc. dba Avenue Pharmacy

Basic Properties LP

Bird's Hill Pharmacy, Inc.

Bissell Pharmacy

Blende Drug Inc.

Blount Discount Pharmacy, Inc.

Bob Brandi Stations, Inc.

Bob Johnson's Pharmacy

Bolton's Pharmacy II, Inc

Bomber, Inc. DBA Subway

Book House of Stuyveant Plaza, Inc.

Bouvier Pharmacy Inc.

Brabham Oil Co., Inc.

Bragdon & Company Inc

Braker Park, LP

Breaux Mart Supermarkets, Inc.

Breeze Thru Markets, LLC

Bridges & James Inc. dba Wannamaker Drug

Bridges & James, Inc., DBA, Wannamaker Drug

Brighton-Eggert Pharmacy

Brown's Main Street Pharmacy, Inc.

Bucklow Pharmacy, Inc.

Buddy's Mini-Marts

Budny Fuel Oil Company

Budny Humidifier

Bull City Homebrew

Buy For Less Discount Pharmacy dba Sheridan Express Pharmacy

By-Lo Oil Co., Speedy Q Markets, Inc. Craig Food Stores, Inc. and Lawrence Oil Co.

Byard-Mercer Pharmacy

C & B Warehouse Distributing, Inc.

C.N. Brown Company

CGS Sales Corporation

Calico cat Toy Shoppe

Camacho Pharmacy Supply, Inc.

Canby Drug & Gifts

Captus LLc dba Earth Explorer Toys

Carrollwood Pharmacy

Cary Oil Co., Inc.

Casey's General Stores, Inc.

Casey's Marketing Company

Casey's Retail Company

Casey's Services Company

Catoosa Family Pharmacy, LLC

Cayucos Pharmacy

Cellco Partnership

Central Avenue Pharmacy Inc.

CenturyLink Communications LLC

Chads Payless Pharmacy, Inc.

Champagne's Quality Foods, Inc.

Charlie's Drug, Inc.

Cheney Bros., Inc.

Children's World Uniform Supply

Citgo Quick Mart

Citgo Quik Mart

Citizens Pharmacy

City Drug Co

City Limits C-Store

City of De Pere

Claiborne Fresh Market, LLC

Clairmont Capital Corp dba Subway #23529

Clairmont Development, Inc dba Subway #23607

Clark's Pharmacy

Clayton Hometown Pharmacy

Clifford's Pet Specialties

Clinic Drug, Inc.

Clipper Petroleum, Inc.

Cochran Brothers Co.

Coleman Oil Company

Coleman Oil Company, LLC

Collamer Stop & Shop

Community Pharmacy, Inc.

Concord Pharmacy, Inc.

Convenient Food Mart #175, Inc.

Corkreans The Pharmacist

Corner Pharmacy, LLC

Cottrill's Pharmacy, Inc.

Country Yankee Grocer

CryoServices, Inc.,

Cumberland Farms, Inc & Gulf Oil Limited Partnership

Curtis Convenience Stores, Inc.

Cusick Corporation

Cynthia D Lee Enterprises Inc

D & G Duncan Ent. Inc.

D. Gigme, Inc.

DJH, Inc.

Dabblers LLC

Dairyland Depot

Dakota Direct Furniture, LLC

David Michael Foods Inc

David Michael's Salon, LLC

DeBlaquiere Ent. Inc.

DeBlaquiere Ent. Inc.,

Dearborn Hubbard LLC

Degen Properties, Inc.

Denville Sub LLC

Deull Fuel Company

Dinero Inc

Discount Drug Mart, Inc.

Discover Subway Inc.

Dish Network L.L.C.

Division "L" DBA Dunkin Donuts

Doc's Deli'licious

Doctors Park Pharmacy

Doganieros Pharmacy Inc.

Dollar General Corporation

Dollex Pharmacy

Don Ritter Group - Ritter Express Pharmacy

Donlon Healthmart Pharmacy

Double Quick Inc., Gresham Service Stations and Tobacco Quick

Douglas & Ogden Medical Center Pharmacy Inc.

Dougs Hometown Foods

Downtown Drug

Doyle's Drug

Dragon's Toy Box LLC

Driver Heating Oil, Inc

Dunaway's Imperial Pharmacy

Duncan's Pharmacy, Inc.

Dundee Pharmacy

Dunes Family Pharmacy Inc.

Dusini Drug Inc.

E & S Service LLC dba Community Exxon

E Street Discount Pharmacy

E&L Subway Sandwich Shop Inc.

E&M Pharmacy

EMB State LP, DBA PAPAGUS - CHICAGO

Eagle Petroleum

Eagleridge Subs Inc.

East Coast Waffles, Inc.

East End Pharmacy, Inc.

Eat in the Mall Too, Inc.

Econo-Med Pharmacy, Inc

Eichelberger Subs Inc.

Eiffel Tower LLC

Elkton Family Pharmacy

Elliott Plaza Pharmacy, LLC

Elm Plaza Pharmacy

Elmer Hometown Pharmacy

Emporium Pharmacy

Energy North, Inc.

English Plaza Pharmacy

Epping Forest Yacht Club, Inc.

Epstein Porter 1, LLC DBA Dunkin Donuts

Epstein Porter 2, LLC DBA Dunkin Donuts

Equitable Relief Class Plaintiffs

Equitable Relief Plaintiffs

Esco Drug Co.

Estherville Drug, Inc. DBA Estherville Snyder Drug

Evans Pharmacy

F & M Morton Co

FEBE Brothers, Ltd.

FMS Pharmacy

Fabulous Freddy's

Family Drug

Family Pharmacy & Med Serv International

Family Pharmacy of Chester LLC dba Victor Drugs Healthmart

Family Pharmacy of Dover, LLC

Family Rexall Drug

Farmacia CDT Cayey

Fastrip Oil Company

Faulkenberg Harth

Fisherville Pharmacy, LLC

Five J's Service CO LLC

Five Rivers Subs Inc

Flowerama

Focus Respiratory, Inc.

Fort Thomas Drug Center

Foster's Eastside Pharmacy

Foulk's Service Inc

Four Star Drug of Bethany, Inc.

Franchisee 7-Eleven

Franks Supermaket #3

Franks Supermarket #2, Inc.

Franks Supermarket #3, Inc.

Franks Supermarket #4, Inc.

French Cafe LLC, DBA Mon Ami Gabi

Friends Pharmacy, Inc.

GDK Enterprises, Inc.

GM Towers, Inc

GMD Services, Inc.

GPMS Inc. dba Wind Up Here

Galeton Drug

Galva Pharmacy

Gate Fuel Service, Inc.

Gate North Carolina, Inc.

Gate Petroleum Company

Gateway Pharmacy

Genaud Drugs LLC

Getman-Apothecary Shoppe

Getzville Subs, LLC

Gibsons Pharmacy / Medical Arts Pharmacy

Gielen Enterprises, Inc.

Glen Ed Pharmacy

Glenview Apothecary Inc.

Golden Cove Pharmacy

Golden Rock Pharmacy

Goody Koontz Drug Store Inc.

Gore Green County Drug, Inc.

Gourmet Catalog Inc.

Great Oak Pharmacy

Greenville Drug Store, Inc.

Greenwood-Stearns Enterprises

Gresham Petroleum Co., Gresham McPherson Oil Co., Quick 7 Star, Triple Stop, One Stop Market, Windham Service Station, and Byrd Service Station

Halcyon Loan Trading Fund LLC

Haledon Sub LLC

Hampton Allied Pharmacy

Hankinson Drug, Inc.

Hansen's AutoCare, Inc.

Harrison Fresh Market, LLC

Hartig Drug Company, Inc.

Harvard Family Physicians Pharmacy

Hawco, Inc. dba Ver Helst Drug Center

Hayden Family Pharmacy, P.C.

Hayen Pharmacies, P.A. dba Paul's Pharmacy

Headland Discount Pharmacy

Headrick's Drug Store

HealthSource Pharmacy II Inc.

HealthSource Pharmacy III B Inc.

HealthSource Pharmacy III Inc.

HealthSource Pharmacy Inc.

Healthlink Pharmacy

Hideg Pharmacy Inc.

Hieber's Pharmacy

Highhouse Oil Co., Inc.

Hillcrest Pharmacy

Hipp Drug

Hoagies, Inc. dba Subway

Hoffman Drug-True Value

Hollin Hall Automotive Services, Inc.

Holst Pharmacy d/b/a The Medicine Store

Home Convalescent Aids, Inc.

Home Oil Company, LLC

Hometown Subways, LLC

Hominy Rexall, Inc.

Hospital Pharmacy, Inc.

Hough Petroleum Corp.

Howell Mill Pharmacy, Inc.

Hutton Pharmacy

Hyde Druge Store

IDM Pharmacy/Dollar Maven

Ider Discount Drugs, Inc.

Ike's 25th Street Exxon

Ike's Airport Garage

Ike's Shell

Ikes Airport Sunoco

Immediate Pharmaceutical Services, Inc.

In Gathering, Inc.

Indeliclae LLC dba Ebenezer Books

Inola Drug Inc.

Integrity Auto

Inter Island Petroleum, Inc.

Investing Associates Inc.

Island Drug

Island Pharmacy

J A Hoover Associates Inc

J&J Pharmacy

J&S Professional Pharmacy, Inc.

J.E. Pierce Apothecary and Compound

JL Subs Inc

JW Pierson Co

Jack's Market Pharmacy

Jaco Hill Company

Jaco Oil Company

Jamieson Hill Company

Jasland, Inc dba Subway Sandwich Shop

Jeffrey Michael Foods Inc

Jeffrey P. Biddle Inc. dba Village Pharmacy

Jessica's High Ceilings, Inc.

Jetblue Airways Corporation

Jim & Phil's Family Pharmacy LTD.

Jimmy Kwik Store

Joe's Stone Crab of Chicago LLC

Joe's of Las Vegas LLC

Johnson Drug aka Johnson Compounding and Wellness Center

Johnson Family Pharmacy

Johnston Drug, Inc.

Jon's Drug Inc.

Jonestown Pharmacy

Jordan Pharmacy Inc.

Jordan Pizza, LLC

Joslyn's Food Center

Just B'Claws, Inc.

Just B'Claws, Inc., DBA Shaw's Crab House - Chicago

Just Imagine Toys

KRSNA Inc.

Kansas Pharmacy LLC

Kay Jays Doll Shoppe

Kelley Drug & Selections

Kems Pharmacy/optiMed Pharmacy/D&C enterprise Inc.

Ken's Pharmacy

Kenilworth Supermarket, Inc.

Kenmar Pharmacy Inc.

Keyes Drug, Inc.

Keystone Pharmacy

Keystone Pharmacy Alliance

Kidd Healthmart Drug Co., Inc.

Kidsmeds Pharmacy

Kiefer Inc. D.B.A. Watson's City Drug

Kiowa County Pharmacy, LLC

Kirk's Pharmacy at Hartland

Kirk's Pharmacy at Sunrise

Kirk's Pharmacy, Inc.

Kohlberg Kravis & Roberts Co.

Konicki Pharmacy

Kremeworks Hawaii LLC

Kremeworks Oregon LLC

Kremeworks Oregon LLC, DBA Krispy Kreme- Beaverton

Kremeworks Oregon LLC, DBA Krispy Kreme- Clackamas

Kremeworks Washington LLC, DBA KRISPY KREME - BURLINGTON

Kremeworks Washington LLC, DBA KRISPY KREME - ISSAQUAH

Kremeworks Washington LLC, DBA KRISPY KREME - NORTH SEATTLE

Kremeworks Washington LLC, DBA KRISPY KREME - PUYALLUP

Kremeworks Washington LLC, DBA KRISPY KREME - SODO

Kremeworks Washington LLC, DBA KRISPY KREME - SPOKANE

Kremeworks Washington LLC, DBA KRISPY KREME - TACOMA

Krittenbrink Pharmacy

Kwik Chek Food Stores, Inc.

L. Woods LLC

LB Metcalf, Inc

LGO Santa Monica LLC

La Creme, Inc., DBA Mon Ami Gabi - Chicago

Labone Limited Partnership

Labone, Inc. DBA Tucci Benucch

Lakeview Pharmacy

Lamas Drug, Inc. DBA Barre Family Pharmacy

Langston Drug Store

Larimore Drug and Gift

Lawrence Drug Inc.

Lawson Pharmacy

LeeMak 529, LLC

LeeMak Beechnut, LLC

LeeMak Jarrell, LLC

LeeMak Lakeline, LLC

LeeMak Normandy, LLC

LeeMak St John, LLC

LeeMak Teravista, LLC

LeeMak Wilson, LLC

Leier Investments, Inc. DBA Subway Sandwiches

Leon's Medical Clinic Pharmacy

Leons Transmission Service, Inc

Letourneau's Pharmacy Inc.

Lettuce Entertain You Enterprises, Inc.

Lettuce Entertain You Enterprises, Inc. DBA Lettuce Frequent Diner's Club

Lettuce Entertain You Enterprises, Inc., DBA RJ GRUNTS

Lettuce Wine Club LLC, DBA Lettuce Wine Cellars

Level 3 Communications, LLC

Lexar Corporation

Liberty Drug

Liebe Drug Inc.

Lincoln Skyline Deli

Lindberg Pharmacy

Linden Drug Co., Inc.

Lindenwold Hometown Pharmacy

Lindsay Drug Co., Inc.

Little Five Points Pharmacy Inc.

Lo Cost Pharmacy

Lockport Pharmacy Inc. dba Lockport Home Medical Equipment

Long Island Rail Road Company

Longview Enterprises, Inc.

Loris Drug Store, Inc.

Los Ebanos Pharmacies and Home Health Care, Inc.

Louis Morgan Drugs No. 5 Inc.

Lowry's Books

Luby's Inc.

M & D Star Drug Inc.

M Burger Thompson LLC, DBA M Burger Thompson

M L Robert II, LLC

M Robert Enterprises, Inc.

M Street Kitchen LLC

M Street Kitchen LLC, DBA M Street Kitchen

M&M Pharmacy Corp dba Continental Drugs

M.W.S. Enterprises, Inc.

MCL Camp Verde Restaurant, LLC

MCL Catalina Restaurant, Inc.

MCL Country Club Restaurant, LLC

MCL Enterprises, Inc.

MCL Gilbert Road Restaurants, LLC

MCL Happy Valley Restaurant, LLC

MCL Main & Alma Restaurant, LLC

MCL Prescott Restaurants, LLC

MCL River & LaCholla Restaurant, LLC

MCL Tucson Alvernon Restaurant, Inc.

MCL Whiteriver Restaurant, LLC

MH Commonwealth, Inc.

MILK JUG

MJKL Enterprises, MJKL Enterprises Midwest, Pizza Revolucion, and Frontier Star

MNZ Inc

MTA Bus Company

MTG Management Inc

Mabardy Oil Inc. Salisbury Mini Mart Inc., Seabrook One Stop, Inc.

Mackenthun's Supermarkets, Inc.

Maddox Drugs

Madison Pharmacy

Magic Pan - Ridgedale LLC, DBA Magic Pan Crepe Stand - Ridgedale

Magic Pan Northbrook LLC, DBA Magic Pan Crepe Stand

Main Street Apothecary

Main Street Drug & Lakeside Pharmacy

Make It Special LLC

Malheur Drug, Inc.

Manhattan and Bronx Surface Transit Operating Authority

Marengo Community Pharmacy, Inc.

Mark's Family Pharmacy

Market Street Fast Serv Inc

Marketfare Annunciation, LLC

Marketfare Canal, LLC

Marketfare N Broad, LLC

Marketfare St. Claude, LLC

Marshland Pharmacy, Inc.

Martin's Pharmacy

Martin's Pharmacy in Piggly Wiggly

Mason Corporation

Massachusetts Independent Pharmacists Association

Matherne's LLC

Matherne's Supermarket at Riverlands, LLC

Matlack Hometown Pharmacy

Matthewson Drug Co.

Maverik, Inc.

Mazen Owydat

Mazzo Oil

McLoud Clinic Pharmacy

Meadow Valley Pharmacy

MedPark Pharmacy, Inc.

Medic Pharmacy

Medical Pharmacy & Supply

Medical Towers Pharmacy

Medicap Pharmacy

Medicap Pharmacy #8011

Medicap Pharmacy #8036

Medicap Pharmacy #8043

Medicap Pharmacy #8052

Medicap Pharmacy #8057

Medicap Pharmacy #8287

Medicap Pharmacy 8209

Medicine Plus

Medicine Shoppe and Washington Healthmart

Meeks Mart

Melcar, Inc.

Melrose Pharmacy

Merwin Long Term Care, Inc.

Metro-North Commuter Railroad Company

Metropolitan Suburban Bus Authority

Metropolitan Transportation Authority

Mid South Waffles, Inc.

Midwest Petroleum Company

Midwest Waffles, Inc.

Mifflintown Pharmacy Inc.

Mike Biehl D.B.A. Golden Sands Mini Mart

Mill Run Community Pharmacy

Millers of Wyckoff, Inc.

Millersburg Pharmacy, Inc.

Minersville Pharmacy

Minnesota Twins LLC

Minooka Pharmacy, Inc.

Mission Trail Oil Co.

Moden-Giroux Inc. dba Thee Barker Store

Moden-Giroux Inc. dba Transit Hill Pharmacy

Mon Ami Bethesda LLC, DBA Mon Ami Gabi - Bethesda

Mon Ami Gabi Development LLC, DBA Mon Ami Gabi - Oakbrook

Mon Ami Reston LLC, DBA Mon Ami Gabi - Reston

Montevallo Drug

Monument Pharmacy, Inc.

Moody Book Corporation

Moore Pharmacy

More Than Convenience

Motihera Inc.

Motiva Enterprises LLC

Mt. Olympus Compounding

Mullins Pharmacy

Murphy Subs Inc.

NB Subs, LLC

NFG Portland, LLC

NFG Salem, LLC

NFG Seattle, LLC

Nacional LLC, DBA NACIONAL 27

Nakash Enterprises, LLC

Nash Drugs, Inc.

National Association of Convenience Stores

National City Bank of Kentucky

National City Corporation

Nebraska Grocery Industry Association, Inc.

New York City Transit Authority

Newport Subway Inc

Newts Pharmacy LLC

Nicholasville Pharmacy Services Inc.

Nicson, Inc. and Abrams BP, Inc.

Noble Pharmacy

Nord's Pharmacy & Gifts Inc.

North Bernen Pharmacy

North Coast Subway Inc.

North Dallas Petroleum, LP

North Pole Prescription Lab. Inc.

North Scranton CFM LLC

Northbrook Seafood LLC

Northern Bedford Pharmacy

Northgate Cinema, Inc.

Northwest Petroleum, LP

Nutfield Trading, LLC dba Troy Country Store

OVS LLC, DBA M Burger Ontario

OVS LLC, DBA OSTERIA VIA STATO/PIZZARIA

Oak Brook Seafood LLC, DBA REEL CLUB

Oakdale Pharmacy

Oberlin Subway Inc

Old Corner Drug

Old Warsaw Restaurant

Olde Towne Pharmacy

One Fin, Inc.

Oneota Community Food Co-op

Orange Pharmacy

OrangeSubway Inc.

Osborn Drugs, Inc.

Osteria Wheeling LLC

Outrigger Hotels Hawaii

Oxford Industries, Inc.

Ozark Waffles, LLC

P & P Marketplace dba Pump & Pantry

P&S Pharmacy LLC dba Wurtsboro Pharmacy

PL Squared, Inc.

Panama Mainstreet Corp.

Papagus Oakbrook, Inc., DBA PAPAGUS - OAKBROOK

Paris Apothecary, LLC

Park Plaza Pharmacy, Inc.

Parker's

Parkhill Pharmacy, Inc. dba, Lopez Island Pharmacy

Pasadena Pharmacy

Patient Care Pharmacy

Payne Family Pharmacy

Payson Professional Management Corp.

Peace Pharmacy

Peak Pharmacy Inc.

Peaksides Pharmacy Care Center

Pedretti, Inc.

Pennsylvania Toy Academy & Party Shop, Inc.

Perham Health Retail Pharmacy

Perry Drug, Inc.

Pester Marketing

Petterino's LLC

Petterino's LLC, DBA PETTERINO'S

Pharm-A-Save Inc.

Pharma LLC DBA Sebring Pharmacy

Pharmacy Center

Pharmacy Services, Inc.

Pharmacy World Inc.

Pharmahealth Heuthorn, Inc.

Pharmahealth Long Term Care, Inc.

Phase One LLC

Phase One LLC, DBA M Burger

Pill Box Inc.

Pilot Travel Centers LLC

Pilot Travel Centus LLC

Pineland Pharmacy

Pizzoli LLC

Plaid Pantries, Inc.

Plateau Drugs, Inc.

Play Clothes, LLC

Ponte Vedra Corporation

Ponte Vedra Lodge

Poole's Pharmacy Inc.

Portes Pharmacy, Inc.

Ports Petroleum Co.

Potash Bros., Inc.

Potash-Hancock, Inc.

Powell Foods of 104th Street, LLC

Prairie Drug

Prescription Center LLC

Prescriptions Compounding Pharmacy

Professional Pharmacy LLC

Puckett Discount Pharmacy

Pueblo Subway Inc.

Pyramid Books

Quick Check Convenience Store, Inc.

Quick Check Corp.

Quick Meds Express Pharmacy

Quincy Pharmacy

R&M Drugs

R&Q Corporation

R&R Health Care Solutions, Inc.

R&S Drug Stores, Inc.

RCM Subs, Inc.

RG Drug Corp

RJT Pharmacy, Inc. DBA The Medicine Shoppe #0500

RP Healthcare, Inc.

RPB Pharmacy, Inc., DBA Pharmahealth Pharmacy

RTTF Enterprises

Randy's Pharmacy, Inc.

Redinger Pharmacy

Reed's Family Pharmacy

Reid Petroleum Corp.

Reid Stores, Inc.

Reliable Discount Pharmacy

Reston Canteen LLC

Rice Palace, Inc.;

Rider Pharmacy

Riggs Oil Company

River North Italian LLC, DBA RPM ITALIAN

Riverside Hometown Pharmacy

Roberds Pharmacy

Robert Fox Inc

Robinson Oil Corp.

Rocky Mountain Pharmacy of Estes Park

Ron's Pharmacy, Inc.

Rosenkrans Pharmacy Inc.

Rosenkrans Pharmacy Inc. dba Hilton Family Pharmacy

Rosenkrans Pharmacy Inc. dba Oakfield Family Pharmacy

Ross Fogg Fuel Oil Company

Rule 23(b)(2) Class Plaintiffs

Rushville Pharmacy

S&K Med Pharmacy

SBG Designs, LLC

SKV Inc

SVG Enterprises Inc

Sai Subway

Salem Crossroads Apothecary

Sampson-Bladen Oil Company, Inc.

Sandburg Supermart, Inc.

Satdad Subway

Scepter Pharmacy

Schmidt Oil Co., Inc.

Scott County Pharmacy, Inc.

Seal Pizza, LLC

Seeley Swan Pharmacy

Seitz Drug Company, Inc.

Sellersville Pharmacy

Shannon Hills Pharmacy

SharJen Inc. d/b/a Subway

Shaw's Schaumburg LLC

Sheetz, Inc.

Sherman Enterprises Inc.

Sherry's Discount Drug

Shimurima II, Inc.

Shimurima, Inc.

Shop-N-Go

Showtop Restaurants, Inc.

Sioux Falls Subway, Inc.

Smith Drug, PLLC

Sodexo, Inc.

Soldotna Professional Pharmacy

Sooner Pharmacy of Davis, Inc.

Sopranos Supermarkets, LLC

South Miami Pharmacy Compounding, LLC

South Miami Pharmacy II, Inc.

South Miami Pharmacy, Inc.

Southall Pharmacy, PLLC

Speedy Car Wash, LLC

Sperring Enterprises Inc. dba Burlingame Valero

Spruce Mountain Pharmacy

Spurgeon's 66 Service

St Bernard Drugs #2 LLC

Standard Pharmacy

Standard Pharmacy @ HealthFirst

Star Medical Center Pharmacy

Staten Island Rapid Transit Operating Authority

Steaks N Stuff Lincoln

Steaks N' Stuff PI

Steve's Madhouse Market Inc.

Stevenson's Hi-Pointe Standard Service Inc.

Stilwell Pharmacy

Stoll's Pharmacy, Inc.

Stompin Grounds Plus, Inc. dba Aunt Bea's Pantry

Stop-N-Go Foodmart

Subco Enterprises Inc

Suburban Pharmacy

Subway #14951

Subway #27630

Subway #36165, Inc.

Subway of Ozarks Eldon

Subway stores 228089 and 39268

Sugartown Worldwide LLC

Summit Park Pharmacy Inc.

Sumpter Pharmacy, Inc.

Super Saver Pharmacy #2, LLC

Super Saver Pharmacy #3, LLC

Super Saver Pharmacy #4, LLC

Super Saver Pharmacy LLC

Super Subways Inc

Supermarket Operations, Inc.

Sutton Superette, LLC

Swarovski

Swarthmore College Bookstore

T&M Pharmacy, Inc.

TDC Enterprises, LP

TMB Corporation

TSP Enterprises LLC dba Dorsett Mobil

Tahoka Drug

Tanglewood Pharmacy, Inc.

Techau's, Inc.

Terrence J McMorrow dba Subway

Terrence McMorrow dba Subway

Texas Trail Market

The Apothecary

The Association of Kentucky Fried Chicken Franchisees, Inc.

The Compounding Shoppe

The Corner Drug Store

The Country Squire Disc. Pharmacy, Inc.

The Crepe Stand LLC, DBA Magic Pan Crepe Stand

The Drug Store

The Learning Tree, LLC

The Medicine Shoppe

The River Club, Inc.

The Trading Post LLC

Theraderm, Inc.

Thomas Myers

Thompson Oconto Enterprises Inc.

Thompson Oconto Enterprises, Inc.

Thompson Pharmacy & Medical

Thornville Pharmacy

Thorson LLC dba Subway

Thrifty Drug Stores, Inc.

Thrifty Way Pharmacy of St. Martinville

Tobacco Plus, Inc.;

Todds Discount Drugs

Tommy Bahama Group, Inc.

Tommy Bahama R&R Holdings, Inc.

Toms One Stop

Total Care Pharmacy

Towne Drugs Inc.

Towne Drugs, Inc.

Towne Pharmacy of Rincon, LLC

Trader Gus Shell

Trag Industries Incorporated

Triborough Bridge and Tunnel Authority
347 Madison Avenue
New York, NY 10017

Trilogy Health Care, LLC

Trinity & Zamora Investments Inc

Trumm Drug, Inc.

Tucci of Arizona, LP

Tucci of Minnesota, Inc.

Tucson Restaurants, Inc.

Tunkhannock Compounding Center

Tura's Pharmacy Inc.

Turner Drug

Turtle Lake Rexall Drug

Tuttle's Pharmacy, Inc.

USave Pharmacy

Union City Pharmacy

United Energy, Inc.

Upper Darby Pharmacy

V & P Inc

VCM Inc.

VM Pharmacy

Valley Mission Homecare Pharmacy

Valley Pharmacy

Vandegrift Investment Corp.

Vanderheyden Enterprise LLC

Vatterman's Sand Point Pharmacy

Vegas Tapas LLC

Vegas Tapas LLC, DBA Stripburger

Verizon Corporate Services Group, Inc.

Verizon Services Corp.

Verizon Sourcing LLC

Vet's Oil Company Inc

Victory Tampa Medical Pharmacy

Village Drug Shop of Athens Inc.

Vintners Distributors, Inc.

WB Drug

WHJ Enterprises

WPR Food Enterprises, LLC

Wachovia Bank, NA.

Wachovia Corporation

Waffle House, Inc.

Water Tower Place Restaurants LP

Water Tower Place Restaurants LP, DBA M Burger Water Tower

Water Tower Place Restaurants LP, DBA Mity Nice Grill

Watermark Donut Company DBA Dunkin Donuts

Waters Auto Centers Inc. dba McCausland Auto Center & dba Kirkwood Service Center

Waverly Pharmacy

Wayside South LLC

Wayside, Inc.

Weatherly Area Community Pharmacy

Weick's Pharmacy

West Pointe Pharmacy

West Pueblo Subs Inc.

Westbrook Park Pharmacy

Western "L" DBA Dunkin Donuts

Westhall Inc.

Westpark Discount Pharmacy

WideOpenWest, Inc.

Wilderness Center Pharmacy Inc.

Wildfire Eden Prairie LLC, DBA WILDFIRE - EDEN PRAIRIE

Wildfire Glenview LLC, DBA WILDFIRE - GLENVIEW

Wildfire Schaumburg LLC, DBA WILDFIRE - SCHAUMBURG

Wildfire Tysons LLC, DBA WILDFIRE - TYSON

Wildfire, Inc., DBA WILDFIRE - LINCOLNSHIRE

Wildfire, Inc., DBA WILDFIRE - OAK BROOK

William Michael Foods Inc

Wilson Pharmacy

Winola Pharmacy

Wood Pharmacy

Woolpets, LLC

Wow Bao 225 LLC, DBA WOW BAO-MICHIGAN

Wow Bao Buns LLC, DBA WOW BAO - WATERTOWER

Wow Bao Jackson LLC, DBA WOW BAO - JACKSON

Wow Bao Jackson LLC, DBA WOW BAO WIRELESS - JACKSON

Wow Bao State Lake LLC, DBA WOW BAO - STATE AND LAKE

Wymore Liquor LLC

Wymore Superette

Yorkville Drugstore

Z-Stop Drugs, Inc.

Zitomer - Z Chemists - Thriftway Far Rockaway Drug

Zuri, Inc. DBA Dunkin Donuts / Baskin Robbins

jada prooperties

kiddywampus

marty inc dba subway

nchise Owner

subway

LeMars Subway Inc.

Ada Asante Davis
Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019

Andrew J. McDonald
Pullman & Comley, LLC
300 Atlantic Street
Stamford, CT 06901

Angus Macaulay Lawton
Joyce Law Firm
Northgate Office Building
5861 Rivers Avenue
Suite 101
Charleston, SC 29406

Benjamin R. Rossen
Patterson Belknap Webb & Tyler
1133 Avenue Of The Americas
New York, NY 10036

Carmen B. Copher
Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55401

Christina Wallerstein

Christopher R Dryden
Global Legal Law Firm
322 Encinitas Blvd

Ste 200
Encinitas, CA 92024

D. Cameron Baker
Coughlin Stoia Geller Rudman & Robbins LLP
100 Pine Street, 26th Floor
San Francisco, CA 94111

Daniel M. Bradley
Richardson, Patrick, Westbrook & Brickman, LLC
174 East Bay Street
Charleston, SC 29401

Daniel O. Myers
Richardson, Patrick, Westbrook & Brickman, LLC
1037-A Chuck Dawley Blvd
Mount Pleasant, SC 29464

Darla Jo Boggs
Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55401

David Sheeren
Gibbs & Bruns LLP

Douglas Melamed
2445M Street
Washington , Dc, WA 20037

Eric H. Grush
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603

Erica Fenby
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309

Gary B. Friedman
Friedman Law Group LLP
270 Lafayette St
Suite 1410

New York, NY 10012

Jason A. Yurasek
Perkins Coie LLP
Four Embarcadero Center, Suite 2400
San Francisco, CA 94111

Jay W. Eisenhofer
Grant & Eisenhofer, P.A.
485 Lexington Avenue
New York, NY 10017

Jerald M. Stein
Law Office of Jerald M. Stein
PO Box 1011
835 Main Street
Suite 3
Margaretville, NY 12455-1011

John Corlew
Corlew, Munford & Smith, PLLC
4450 Old Canton Road
Suite 111
Jackson, MS 39236-6807

Jonathan Craig Smith
Joyce Law Firm
Northgate Office Building
5861 Rivers Avenue
Suite 101
Charleston, SC 29406

Joseph W. Clark
Jones Day
51 Lousiana Avenue. N.W.
Washington, DC 20001-2113

Kate Reznick
Boni & Zack, LLC
15 St Asaphs Road
Bala Cynwyd, PA 19004

Kenneth R. Wynne
Burdine Wynne LLP
1021 Main Street
Suite 1275

One City Centre
Houston, TX 77002

Kevin Bruce Love
Criden & Love PA

Lee Albert
Mager & Goldstein LLP
One Liberty Place, 21st Floor
1650 Market Street
Philadelphia, PA 19103

Lee L. Kaplan
Smyser Kaplan & Veselka, LLP
700 Louisiana
Ste. 2300
Houston, NY 77002

Leslie Hurst
Lerach Coughlin, et al.,
655 West Broadway
Suite 1900
San Diego, CA 92101

Matthew Duff Turner
Armstrong Teasdale LLP-JCMO

Michael Elliot Criden
Criden & Love PA

Morissa Robin Falk
Labaton Sucharow
140 Broadway
New York, NY 10005

Patrick A. Klingman
Shepherd Finkelman Miller & Shah, LLC
65 Main Street
Chester, CT 06412

Richard P. Jeffries
Kutak Rock LLP
The Omaha Building

1650 Farnam Street
Omaha, NE 68102-2186

Robert Hickok
Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103

Ryan G. Kriger
Milberg Weiss Bershad & Schulman LLP
One Pennsylvania Plaza
New York, NY 10119

Stewart C. Loper
Chestnut & Cambronne, P.A.
3700 Campbell Mithun Tower
222 South 9th Street
Minneapolis, MN 55402

Yeshimebet Abebe
Chitwood Harley Harnes LLP
1230 Peachtree St NE
Suite 2300
Atlanta, GA 30309